SUPREME COURT, U. S.

JOHN F. DAVIS, C

APPENDIX

Volume I

In the Supreme Court of the United States

OCTOBER TERM, A.D. 1967.

No. 510

MARVIN L. PICKERING,

Plaintiff-Appellant,

vs.

BOARD OF EDUCATION OF TOWNSHIP HIGH SCHOOL DISTRICT 205, WILL COUNTY, ILLINOIS,

Defendant-Appellee.

ON APPEAL FROM THE SUPREME COURT OF ILLINOIS

FILED AUGUST 17, 1967
PROBABLE JURISDICTION NOTED NOVEMBER 6, 1967

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IN THE

Supreme Court of Illinois

SEPTEMBER TERM, A.D., 1966

MARVIN L. PICKERING, Plaintiff-Appellant, vs. BOARD OF EDUCATION OF TOWNSHIP HIGH SCHOOL DISTRICT 205, WILL COUNTY, ILLINOIS, Defendant-Appellee.	Appeal from the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois. — Honorable Michael A. Orenic, Presiding.

ABSTRACT OF RECORD

Rec. Page

1 Placita.

3 Verified Complaint for Review of Final Administrative Decision filed January 4, 1965:

Now comes the plaintiff, Marvin L. Pickering, by John Ligtenberg, his attorney, and complains of the Board of Education of Township High School District No. 205, Will County, Illinois, as follows:

1. This action is brought under the provisions of the Administrative Review Act of the State of Illinois.

2. The plaintiff is a regularly employed teacher in and for Township High School District No. 205, Will County, Illinois, at the school known as Lockport East High School located in Lockport, Will County, Illinois, and has been so employed from on or about September 1, 1959 and ever since that time, and prior to the commencement of this suit and before the happening of the events herein complained of had entered upon contractual continued service under the provisions of Article 24 of the School Code and had served as a probationary teacher in said district for a probationary period of two consecutive school terms, that is to say, for the school terms 1959-1960 and 1960-1961, and has continued to be employed in said School District as a full time teacher up to December 30, 1964, and but for the event herein complained of would still be so employed.

The plaintiff, Marvin L. Pickering, now holds a Teaching Certificate issued by the Superintendent of Public Instruction of the State of Illinois, which certificate has been registered in the Office of the County Superintendent of Schools of Will County, Illinois, and has held a teaching certificate for all the years of his employment as a teacher in and for said school district, and is qualified to teach subjects in the High Schools in School District No. 205, and during this service, has taught science in the 9th and 10th grades of said schools.

3. The defendant, Board of Education of High School District Number 205, Will County, Illinois, is a body politic and corporate created and existing under and by virtue of the School Code of the State of Illinois, approved March 18, 1961, and all acts amendatory thereof and supplemental thereto, and

derives its powers under and by virtue of the School Code of the State of Illinois.

4. The plaintiff has held a contract to teach for all the years of his employment, and held a contract to teach for the last year of his probationary period of teaching as hereinabove set forth and held contracts to teach and has taught under the provisions of the School Code of the State of Illinois, including Article 24 thereof, known as the Teacher Tenure Law, for the period subsequent to his probationary period of service, and held such contracts to teach and taught under the provisions of the School Code of Illinois, including Article 24 thereof, known as the Teacher Tenure Law for the school year 1964-1965, up to and including December 30, 1964.

5. The plaintiff is a citizen of the United States of America, is over 21 years of age and has not attained the age of 65 years.

6. The final administrative decision which the plaintiff seeks to have reviewed is contained in or consists of a resolution adopted by the defendant, Board of Education of High School District Number 205, Will County, Illinois, hereinafter more particularly described.

7. On or about October 9, 1964, there was served upon the plaintiff a purported "Notice of Dismissal of Teacher." A true copy thereof is attached hereto and made a part hereof as Exhibit "A". A copy of the publication referred to in Exhibit "A" is attached hereto and made a part hereof as Exhibit "A-1."

8. Within ten days after the receipt of said "Notice of Dismissal of Teacher" the plaintiff served upon the defendant herein a Request for Public Hear-

ing and a Demand for Bill of Particulars, which Request for Public Hearing and Demand for Bill of Particulars is in writing. A true copy thereof is attached hereto and made a part hereof as Exhibit "B".

9. On or about October 31, 1964, the defendant served on the plaintiff a certain Answer to Demand for Further Bill of Particulars. A true copy thereof is attached hereto and made a part hereof as Exhibit "C".

10. Afterward, the plaintiff served on defendant a further Demand for Bill of Particulars. A true copy thereof is attached hereto and made a part hereof as Exhibit "D".

11. The defendant then served on plaintiff an Answer to Bill of Particulars. A true copy thereof is attached hereto and made a part hereof as Exhibit "E".

12. Thereafter the plaintiff was notified in writing that pursuant to his written demand a public hearing on the charges against him would be held at the Lockport Central High School, Lockport, Illinois, on the 19th day of November, 1964, commencing at the hour of 10:00 a. m. A true copy of said notice is attached hereto and made a part hereof as Exhibit "F".

13. Pursuant to the foregoing notice a hearing was held on said charges against the plaintiff commencing on November 19, 1964. The hearing was completed on November 20, 1964. At the conclusion of the hearing the Board of Education adopted a motion setting December 2, 1964, as the day on which it would meet and make its decision. The Board of

Education did meet on December 2, 1964, and did on that day adopt a Resolution confirming the dismissal of the plaintiff. A true copy of said resolution is attached hereto and made a part hereof as Exhibit "G". Said Exhibit "G" is the Final Administrative Decision which the plaintiff seeks to have reversed in this proceeding.

7 14. The plaintiff and the defendant are the only parties to the decision complained of.

15. The plaintiff demands that the defendant, Board of Education of High School District Number 205, Will County, Illinois, file as its Answer herein, the entire stenographic record of the hearing held on the charges against the plaintiff above described, duly certifying the same as the true and correct stenographic record of said hearing. Plaintiff further demands that the defendant include in its Answer all the Notices served on the plaintiff, the Demand of the plaintiff for a Public Hearing and the respective Demands for a Bill of Particulars, the bill of particulars filed, and all exhibits introduced at said hearing, and all its subsequent proceedings pertaining thereto, all in accordance with the terms and provisions of the Administrative Review Act of Illinois.

16. The plaintiff seeks a review of the purported decision of the defendant made on December 2, 1964, dismissing the plaintiff as a teacher in said school district, effective on December 30, 1964.

17. The final administrative decision, hereby sought to be reviewed, was and is unlawful and illegal and is null and void and of no force and effect, and the defendant erred in making said decision and erred in removing and dismissing the plaintiff as a

teacher in and for said school district and said decision should be reversed for the following reasons:

(a) The final administrative decision is contrary to law.

(b) Said decision is not supported by substantial evidence, and is against the weight of the evi-
8 dence; the evidence does not prove the truth of the charges made against the plaintiff.

(c) The record of the proceedings does not show that it is for the best interests of the school that the plaintiff be dismissed, and fails to support the opinion of the Board that the best interests of the schools require the dismissal of plaintiff.

(d) It does not appear from any of the charges made against plaintiff that they are not remediable, and it does not appear that the teacher was ever given any warning in writing, stating specifically the causes which, if not removed, might result in charges for his dismissal.

(e) It appears affirmatively from each of the said charges that they are remediable, and the record of proceedings conclusively shows that they are remediable and that plaintiff was never given any warning in writing concerning any of them.

(f) None of the charges made against the plaintiff by the defendant sets forth a lawful cause for his dismissal. The dismissal of the plaintiff for the reasons set forth in the charges against the plaintiff is not warranted under the School Code of Illinois. The dismissal of plaintiff on the basis of said charges is in violation of the Teacher Tenure Law of Illinois.

(g) Said charges are too vague, uncertain, ambiguous and indefinite to notify plaintiff of the nature of the complaint against him and to enable him to prepare his defense. They are conclusions unsupported by allegations of fact.

(h) The final administrative decision, hereby sought to be reviewed, fails to show that said charges or any of them were supported by evidence introduced at the hearing.

(i) It appears from said charges, and said final administrative decision, that the defendant acted arbitrarily, capriciously and from reasons of bias or personal hatred, and without warrant of law.

(j) The record of the proceedings does not contain facts justifying the dismissal of the plaintiff and said record does not justify the termination of the contractual continued service status of the plaintiff as a teacher in and for said school district.

(k) The plaintiff was damaged in his personal and property rights, and his professional life was injured by the arbitrary, unreasonable, capricious and discriminatory acts of the defendant Board of Education.

(l) The plaintiff was deprived of his property and personal rights without due process of law in violation of the Fourteenth Amendment of the Constitution of the United States of America and Section 2 of Article II of the Constitution of the State of Illinois.

(m) The plaintiff was deprived of his right to freedom of the press and of speech in violation of the First Amendment of the Constitution of the

United States of America and Section 4 of Article II of the Constitution of Illinois.

18. It does not appear from the evidence that the matters charged against the plaintiff in any manner fomented controversy, conflict or dissension among the teachers, administrators, board members or residents of the school district, or that the welfare of the schools was in any manner jeopardized or disrupted thereby, or that any person was damaged thereby professionally or otherwise.

19. It does not appear from the evidence that plaintiff published or caused to be published anything that involved or damaged the professional or personal reputation of any school administrator or board member of the defendant school district or involved or damaged the reputation of any of the schools of said district.

20. It does not appear from the evidence that plaintiff published or caused to be published anything that disrupted the discipline of the teachers or the morale or harmony among the teachers, administrators, board of education or residents of the district.

21. It appears from the evidence that the plaintiff was warranted in making or causing to be made the publication complained of in the charges against him, and that said publication could not be made the basis of charges against him.

WHEREFORE, plaintiff prays as follows:

1. That the said final administrative decision and the record supporting same be judicially reviewed.

2. That the decision of the Board of Education of High School District Number 205, Will County, Illinois, dismissing and removing the plaintiff as a teach-

er in and for said school district be reversed and set aside and that said proceedings be declared null and void and of no force and effect.

11 3. That the plaintiff be reinstated in his position as a teacher in and for the defendant school district and that he be paid his salary for all of the time that he has been unlawfully withheld from his position as such teacher, and that he be reimbursed for his costs and attorney's fees incurred in said hearing before the board and in this complaint for administrative review and all subsequent proceedings.

4. That the plaintiff have such other and further relief as justice may require.

/s/ Marvin L. Pickering.

12 PLAINTIFF'S EXHIBIT "A"
ATTACHED TO COMPLAINT.
NOTICE OF DISMISSAL OF TEACHER.

To: Marvin L. Pickering:

Please take notice that you, as a teacher now employed in the schools of Township High School District Number 205, Will County, Illinois, are hereby dismissed as such teacher for the following charges, causes, reasons and following bill of particulars:

That you did write a certain letter to the editor of The Lockport Herald, a newspaper published in and having a general circulation in said District, and that you caused said letter to be published in said newspaper in its edition of Thursday, September 24, 1964 on Page 4 thereof, which said letter contained many untrue and false statements and comments which directly and by innuendo and

without justification questioned and impugned the motives, honesty, integrity, truthfulness, responsibility and competence of this Board of Education and the School Administrators of this District in carrying out their official duties, which said statements, comments and questions contained in said letter written and caused to be published by you seriously involved and damaged the professional reputations of said Administrators and Board and the reputation of the schools of this District and are and will be highly disruptive to the discipline of the teachers and the morale and harmony among Teachers, administrators, Board of Education and residents of this District, and which said statements and comments will tend to foment controversy, conflict and dissension among them and jeopardize the welfare of the schools of this District.

Further take notice that if you desire a hearing upon such charges, causes and reasons, you must, within ten (10) days after the service of this notice upon you, request such hearing in writing and file such request with the Board of Education as required by the School Code. If such hearing is requested, such dismissal will not became effective until approved by a majority vote of all members of the Board of Edu-
13 cation upon such charges and after a hearing thereof by the Board of Education.

Dated this 8th day of October, 1964.

Township High School District
Number 205, Will County, Illinois.

By /s/ Willard A. Anderson
President, Board of Education.

and

By /s/ Carroll H. Ward,
Secretary, Board of Education.

15 PLAINTIFF'S EXHIBIT "A-1"
TO COMPLAINT
LETTERS TO THE EDITOR
**** Graphic Newspapers, Inc.
Thursday, September 24, 1964 Page 4

Dear Editor:

I enjoyed reading the back issues of your paper which you loaned to me. Perhaps others would enjoy reading them in order to see just how far the two new high schools have deviated from the original promises by the Board of Education. First, let me state that I am referring to the February thru November, 1961 issues of your paper, so that it can be checked.

One statement in your paper declared that swimming pools, athletic fields, and auditoriums had been left out of the program. They may have been left out but they got put back in very quickly because Lockport West has both an auditorium and athletic field. In fact, Lockport West has a better athletic field than Lockport Central. It has a track that isn't quite regulation distance even though the board spent a few thousand dollars on it. Whose fault is that? Oh; I forgot, it wasn't supposed to be there in the first place. It must have fallen out of the sky. Such responsibility has been touched on in other letters but it seems one just can't help noticing it. I am not saying the school shouldn't have these facilities, because I think they should, but promises are promises, or are they?

Since there seems to be a problem getting all the facts to the voter on the twice defeated bond issue, many letters have been written to this paper and

probably more will follow, I feel I must say something about the letters and their writers. Many of these letters did not give the whole story. Letters by your Board and Administration have stated that teachers' salaries total $1,297,746 for one year. Now that must have been the total payroll, otherwise the teachers would be getting $10,000 a year. I teach at the high school and I know this just isn't the case. However, this shows their "stop at nothing" attitude. To illustrate further, do you know that the superintendent told the teachers, and I quote, "Any teacher that opposes the referendum should be prepared for the consequences". I think this gets at the reason we have problems passing bond issues. Threats take something away; these are insults to voters in a free society. We should try to sell a program on its merits, if it has any.

Remember those letters entitled "District 205 Teachers Speak", I think the voters should know that those letters have been written and agreed to by only five or six teachers, not 98% of the teachers in the high school. In fact, many teachers didn't even know who was writing them. Did you know that those letters had to have the approval of the superintendent before they could be put in the paper? That's the kind of totalitarianism teachers live in at the high school, and your children go to school in.

In last week's paper, the letter written by a few uninformed teachers threatened to close the school cafeteria and fire its personnel. This is ridiculous and insults the intelligence of the voter because properly managed school cafeterias do not cost the school district any money. If the cafeteria is losing money, then the board should not be packing free lunches

for athletes on days of athletic contests. Whatever the case, the taxpayer's child should only have to pay about 30c for his lunch instead of 35c to pay for free lunches for the athletes.

In a reply to this letter your Board of Administration will probably state that these lunches are paid for from receipts from the games. But $20,000 in receipts does'nt pay for the $200,000 a year they have been spending on varsity sports while neglecting the wants of teachers.

You see we don't need an increase in the transportation tax unless the voters want to keep paying $50,000 or more a year to transport athletes home after practice and to away games, etc. Rest of the $200,000 is made up in coaches' salaries, athletic directors' salaries, baseball pitching machines, sodded football fields, and thousands of dollars for other sports equipment.

These things are all right, provided we have enough money for them. To sod football fields on borrowed money and then not be able to pay teachers' salaries is getting the cart before the horse.

If these things aren't enough for you, look at East High. No doors on many of the classrooms, a plant room without any sunlight, no water in a first aid treatment room, are just a few of many things. The taxpayers were really taken to the cleaners. A part of the sidewalk in front of the building has already collapsed. Maybe Mr. Hess would be interested to know that we need blinds on the windows in that building also.

Once again, the board must have forgotten they were going to spend $3,200,000 on the West building and $2,300,000 on the East building.

As I see it, the bond issue is a fight between the Board of Education that is trying to push tax-supported athletics down our throats with education, and a public that has mixed emotions about both of these items because they feel they are already paying enough taxes, and simply don't know whom to trust with any more tax money.

I must sign this letter as a citizen, taxpayer and voter, not as a teacher, since that freedom has been taken from the teachers by the administration. Do you really know what goes on behind those stone walls at the high school?

Respectfully,

Marvin L. Pickering.

16 Plaintiff's Exhibit "B" Request for Public Hearing and Demand for Bill of Particulars (not abstracted).

17 Plaintiff's Exhibit "C" to Complaint "Answer to Demand for Bill of Particulars" (not abstracted).

18 Plaintiff's Exhibit "D" to Complaint, "Demand for Bill of Particulars":

Marvin L. Pickering, has heretofore demanded a bill of particulars on the charges made against him by the Board of Education of Township High School District No. 205, Will County, Illinois.

In answer dated October 30, 1964, the Board of Education has indicated that it would furnish further particulars if a more specific demand were made. The demand of the teacher, Marvin L. Pickering, for a bill of particulars includes, without limitation, the following:

1. State specifically what statements and comments in the publication complained of are untrue or false.

19 2. State specifically what statements and comments in the publication complained of directly ques-

tioned the motives, honesty, integrity, truthfulness, responsibility or confidence of the Board of Education, or the School Administrators of said School District in carrying out their official duties.

3. State specifically what statements or comments in said publication contain innuendoes to the effect stated in paragraph 2 hereof.

4. State specifically what member or members of the Board of Education are or may be injured by the said publication in any of the respects mentioned in the notice of dismissal.

5. State specifically the names of the school administrators of said school district concerning whom any untrue or false statements are made in said publication and what statements therein apply to each person so named.

6. State specifically in what manner, if any, statements or comments in said letter in any way or manner involved or damaged the professional reputations of any of said administrators or the board of education or any of the members thereof. Please state the names of the administrators and members of the board, if any, so injured or damaged.

7. State specifically what statements and comments have in any way or manner involved or damaged the reputation of said school district.

8. State specifically what statements or comments in said publication are disruptive of the discipline of the teachers of said school district, and what disruptions have occurred.

9. State specifically what statements or comments in said publication are or will be disruptive of the

morals and harmony among the teachers, administrators, board of education or residents of said school district and what disruptions have occurred.

10. State specifically the names of said teachers, administrators, board of education and residents.

11. State specifically what statements and comments in said publication have tended or will tend to foment controversy, conflict, or dissention among said teachers, administrators, the Board of Education or any member or members thereof, or residents of said school district.

12. State specifically what statements or comments in said publication have or will hereafter jeopardize the welfare of the schools of the said school district.

13. State specifically what statements or comments in said publication, if any, are deemed by you to have been made without justification.

14. State specifically what statements or comments contained in said publication contained innuendoes resulting in the damage complained of in the notice of dismissal.

Marvin L. Pickering,

By /s/ John Ligtenberg
John Ligtenberg.

21 PLAINTIFF'S EXHIBIT "E"
TO COMPLAINT.

ANSWER TO BILL OF PARTICULARS.

Now Comes the Board of Education of Township High School District No. 205, Will County, Illinois,

by Krusemark and Bertani, its attorneys, through Louis R. Bertani, and for answer to the bill of particulars heretofore filed by Marvin L. Pickering, says:

1. State specifically what statements and comments in the publication complained of are true or false:

A. The source of the majority of the allegations contained in the letter is not the February through November, 1961, issues of the Lockport Herald as indicated in paragraph 1 of Mr. Pickering's letter.

B. The first sentence of Mr. Pickering's letter states that others would enjoy reading the back issues of the Lockport Herald to see just how far the two new high schools have deviated from the original promises of the Board of Education where in fact, there has not been a substantial deviation.

22 C. In paragraph 2 of Mr. Pickering's letter he states that athletic fields and auditoriums were originally left out of the program. This is not true.

D. The athletic field at Lockport Central is regulation distance.

E. As to teachers' salaries stated in paragraph 3 of Mr. Pickering's letter we know of no letter written by either the board or administration that state teachers' salaries for the figure as indicated.

F. The superintendent has never told the teachers the following: "Any teachers that oppose the referendum should be prepared for the consequences."

G. As to paragraph 4 of Mr. Pickering's letter dealing with the letter entitled: "District 205 Teachers Speak," it is not true that 98% of the school teachers are supposed to have agreed to this letter.

H. Letters do not have to have the approval of the superintendent before they can be put in the paper.

I. The cafeteria is not losing money because of packing free lunches for athletes on days of athletic contests.

J. Lunch prices are not 35c rather than 30c because of packing of free lunches to athletes.

K. The school board is not spending $200,000.00 a year on varsity sports and is not neglecting the wants of teachers.

L. As to paragraph 5 of Mr. Pickering's letter, the cost of transporting athletes home after practice and to away games and etc. is not $50,000.00.

23 M. As to paragraph 6 of Mr. Pickering's letter, football fields have not been sodded on borrowed money.

N. Teachers' salaries have always been paid.

O. The freedom of a teacher to sign a letter as a teacher and have the same published has not been taken away from Mr. Pickering or any teacher at Township High School District No. 205 by this administration.

P. The bond issue has not been twice defeated.

2. State specifically what statements and comments in the publication complained of directly question the motives, honesty, integrity, truthfulness, responsibility or confidence of the Board of Education or the school administrators of said school district in carrying out their official duties.

A. Paragraph 1 charges that the Board of Education have deviated extremely from the original plans of the two new high schools.

B. Paragraph 2 by the use of the phrase: "Promises are promises or are they?" Mr. Pickering directly questions all of the items specified in paragraph 2 of the Bill of Particulars.

C. Paragraph 3 refers to the "Stop at Nothing" attitude of the board.

D. The statement that the superintendent told the teachers "any teachers that oppose the referendum should be prepared for the consequences."

E. The statement, "That's the kind of totalitarianism teachers live in at the high school and their children go to school in."

24 F. The statement that the board, by giving free lunches to athletes is causing students to pay an additional 5¢ for their cafeteria meal.

G. The statement that $50,000.00 or more is being paid to transport athletes.

H. The statement that teachers salaries have not been paid.

I. The statement that the taxpayers were really taken to the cleaners.

J. The statement that the Board of Education is trying to push tax supported athletics down our throats.

K. The statement that the public doesn's know who to trust with any more money.

L. The statement that the freedom of signing a letter as a teacher has been taken away by the administration.

M. The question, "do you really know what goes on behind those stone walls at the high school?"

3. State specifically what statements or comments in said publication contain innuendoes to the effect stated in paragraph 2 hereof.

A. To see just how far the two new high schools have deviated from the original promises by the Board of Education.

B. In regard to the allegations that the track is not of regulation distance, the question is then asked: "Whose fault is that?" "Oh, I forgot it wasn't supposed to be there in the first place." "It must have fallen out of the sky."

C. "Promises are promises or are they?"

D. "Stop at Nothing" attitude.

E. "Threats, take away something, these are insults to voters in a free society. We should try to sell a program on its merits, if it has any."

F. "The taxpayers were really taken to the cleaners."

4. State specifically what member or members of the Board of Education are or may be injured by the said publication in any of the respects mentioned in the notice of dismissal.

The entire make-up of the present board and all former members of the board who were members since 1961.

5. State specifically the names of the school administrators of said school district concerning whom any untrue or false statements are made in said publication and what statements therein apply to each person so named.

Dr. William H. Blatnik.

A. "Any teachers that oppose the referendum should be prepared for the consequences."

B. Did you know, that those letters had to have the approval of the superintendent before they could be put in the paper.

C. To sod football fields on borrowed money and then not be able to pay teachers' salaries is getting the cart before the horse.

D. The taxpayers were really taken to the cleaners.

E. I must sign this letter as a citizen and taxpayer and voter, not as a teacher, since that freedom has been taken away from the teachers by the administration.

26 6. State specifically in what manner, if any, statements or comments in said letter in any way or manner involved or damaged the professional reputations of any of said administrators or the board of education or any of the members thereof. Please state the names of the administrators and members of the board, if any, so injured or damaged.

The entire letter with its previously specifically identified false statements and innuendoes would damage the professional reputation of the administrators and the members of the Board of Education. The answer to the previous questions indicate specifically the areas of the letter referred to. Statements that accuse the administration of being totalitarian and of threatening the school teachers and further of taking the public to the cleaners *per se* damage the reputation of the entire administrative staff of said school.

Statements that accuse board members of deviating substantially from promises, of implying that promises made by the board were not intended to be kept; of accusing the board of permitting the taxpayers to be taken to the cleaners; of promoting an athletic program to the detriment of the educational program; of permitting cafeteria charges to be increased to promote free lunches for athletes and the many other things refered to in the answer to the first four (4) questions *per se* damage the reputation of the entire board of education of said school district. This is true not only of the present board but the board members who have not succeeded themselves since 1961. The names and addresses as requested in this question are attached hereto and made a part hereof.

27 7. State specifically what statements and comments have in any way or manner involved or damaged the reputation of said school district.

See answer to request for bill of particulars 1, 2, 3, 4 and 6.

8. State specifically what statements or comments in said publication are disruptive of the discipline of the teachers of said school district, and what disruptions have occurred.

The charge in the notice of dismissal states in part as follows: ". . . said statements, comments and questions contained in said letter written and caused to be published by you seriously involved and damaged . . . the reputation of the schools of this district and are and will be highly disruptive to the discipline of the teachers, . . ." Statements that accuse the administration as indicated in the answer to questions 1, 2, 3, 4 and 6 of this bill of particulars would *per se*

disrupt the discipline of teachers if the maker of said statements were allowed to do so without action on the part of the board and administration.

9. State specifically what statements or comments in said publication are or will be disruptive of the morals and harmony among the teachers, administrators, board of education or residents of said school district and what disruptions have occurred.

See answer to question No. 8.

10. State specifically the names of said teachers, administrators, board of education and residents.

The entire staff of the district as well as its administration and all present board members and board members since February of 1961.

28 11. State specifically what statements and comments in said publication have tended or will tend to foment controversy, conflict, or dissention among said teachers, administrators, the board of education or any member or members thereof, or residents of said school district.

See answer to questions 1, 2, 3, 4 and 6.

12. State specifically what statements or comments in said publication have or will hereafter jeopardize the welfare of the schools of the said school district.

See answer to questions 1, 2, 3, 4 and 6.

13. State specifically what statements or comments in said publication, if any, are deemed by you to have been made without justification.

See answer to questions 1, 2, 3, 4 and 6. Summarizing, the entire letter is one series of either untruths, half truths or mis-statements. It is a conglomeration taken out of context of the original bond issue pro-

posal which provided for two two-year high schools which was defeated and the second bond issue proposal which provided for a four-year west side high school and a two-year east side high school, which second proposal was successful and the recent referendums for a tax rate increase for the educational fund and for the transportation fund.

14. State specifically what statements or comments contained in said publication contained innuendoes resulting in the damage complained of in the notice of dismissal.

See answers to questions 1, 2, 3, 4 and 6.

Board of Education,
Township High School District
No. 205,
Will County, Illinois.

By Krusemark & Bertani
/s/ Louis R. Bertani

29

Dr. William H. Blatnik 901 First Street Lockport, Illinois	Kenneth Kibler 624 Lynn Street Lockport, Illinois
Mr. Melvin Smith 833 Summit Drive Lockport, Illinois	Ernest H. Swenson, Jr. 808 Valley Lane Lockport, Illinois
Willard A. Anderson 321 E. 5th Street Lockport, Illinois	Harold M. Finley 630 E. 12th Street Lockport, Illinois
Felix Borio 2411 Wilcox Street Joliet, Illinois	Matthew Viscum 124 Nobes Avenue Lockport, Illinois
Barney N. Welter Route No. 1 Lockport, Illinois	Aldo Anzolin Parker Road Lockport, Illinois
Laurence Tendell 31 Arlington Drive Lockport, Illinois	Norman Rowley 540 East 10th Street Lockport, Illinois
William Babich 730 Green Garden Place Lockport, Illinois	Carroll H. Ward 1420 S. Hamilton Street Lockport, Illinois

30 Plaintiff's Exhibit "F" to Complaint, (not abstracted) Notice of Public Hearing.

31 PLAINTIFF'S EXHIBIT "G"
TO COMPLAINT

(Resolution Confirming Dismissal)

RESOLUTION.

Whereas, The Board of Education of Township High School District Number 205, Will County, Illi-

nois, duly passed and adopted a resolution at its regular meeting held on the 8th day of October, 1964, dismissing tenure teacher, Marvin L. Pickering, effective December 30, 1964, for the charges, causes and reasons therein set forth and found not to be remediable; and

Whereas, said teacher, Marvin L. Pickering, was personally served with notice of such charges, reasons and causes and a bill of particulars thereof on October 9, 1964; and

Whereas, said teacher, Marvin L. Pickering, duly requested a public hearing on said charges in writing within ten (10) days after the service of such notice; and

Whereas, said teacher, Marvin L. Pickering, subsequently requested a further bill of particulars of said charges which the Board of Education duly furnished him; and

Whereas, the public hearing on said charges on account of said causes and reasons was duly held on November 19th and 20th, 1964 whereat said Marvin L. Pickering appeared personally and by his attorney; and

Whereas, said public hearing was duly adjourned to December 2, 1964, at 7:30 o'clock P. M., at the Library of the Lockport Central High School, located at 12th and Jefferson Streets, Lockport, Illinois, for decision pursuant to taking matter under advisement; and

32 Whereas, the President of this Board of Education duly called a special meeting of this Board of Education pursuant to law by giving notice thereof in

writing by mail more than forty-eight (48) hours before such meeting to each board member, stating the time, place and purpose of the meeting, said special meeting having been called to be held concurrently with such adjourned public hearing for the sole purpose to consider and determine by decision the charges made and the issues raised in the aforesaid public hearing and to pass and adopt a resolution deciding said charges and issues and to take any necessary action in regard thereto; and

Whereas, this Board of Education now duly meets concurrently in adjourned session of said public hearing and in duly called special meeting to make such decision.

Now, therefore, be it and it is hereby resolved by this Board of Education of Township High School District Number 205, Will County, Illinois, as follows:

Section 1. That this Board of Education having fully considered the charges made against teacher, Marvin L. Pickering, on account of the causes and reasons for his dismissal all as set forth in said resolution passed and adopted October 8, 1964; and the proceedings had in the public hearing duly held on November 19th and 20th, 1964, at the written request of said Marvin L. Pickering, finds and decides from the sworn testimony and exhibits introduced at said public hearing that the causes and reasons for such dismissal and charges made by
33 this Board of Education against said Marvin L. Pickering on account thereof are true, fully proven and supported by the evidence and that no meritorious or sufficient defense was interposed thereto or proven by said Marvin L. Pickering.

Section 2. That this Board of Education finds and decides that said causes and reasons for dismissal and its charges proven on account of them are

not remediable and that it is in the best interests of this School District and the schools of this School District that said teacher be dismissed.

Section 3. That the action of this Board of Education in its said resolution of October 8, 1964, dismissing said Marvin L. Pickering as a teacher of this School District effective December 30, 1964, be and the same is hereby approved and he is hereby dismissed from his employment by this School District as such teacher effective December 30, 1964.

Section 4. That a copy of this resolution be served upon said Marvin L. Pickering as notice of the decision of this Board of Education.

Passed and adopted this 2nd day of December, 1964.

/s/ Willard A. Anderson,
President, Board of Education.

Attest:

/s/ Felix L. Borio,
Secretary Pro Tempore,
Board of Education.

35 Summons in Administrative Review.

38 Motion of Board of Education, filed February 5, 1965 and heard on February 9, 1965.

Now comes the defendant, Board of Education of Township High School District Number 205, Will County, Illinois, by its attorneys, Louis R. Bertani and John Verklan, and moves to this court to strike subparagraphs (c), (d), (e), (f), (g), (i), (k), (l) and (m) of Paragraph 17 and Paragraphs 18, 19, 20 and 21 of the Complaint on the ground that the allegations or issues contained therein were not presented and raised by the plaintiff in the administrative hearing and proceeding and are therefor waived, and that if the court should deny said mo-

tion as to any of said subparagraphs and paragraphs then defendant moves the court, in the alternative, that the plaintiff make more definite and certain the following subparagraphs or paragraphs if the court should deny that they be stricken:

Paragraph 17(i). State how the defendant acted arbitrarily and capriciously and what bias or personal hatred it had for the plaintiff.

Paragraph 17 (k). State how the plaintiff was damaged in his personal and property rights, and his professional life was injured.

39 Paragraph 17(l). State specifically how the plaintiff was denied due process of law in violation of the federal and state constitutions.

Paragraph 17(m). State specifically how the plaintiff was denied freedom of speech in violation of the federal and state constitutions.

Paragraph 21. State specifically how the plaintiff was warranted in making or causing the publication complained of in the charges against him.

And in support of said motion, defendant files the original record of the proceedings under review and further requests that it stand as the answer to those paragraphs not requested to be stricken, and that if this motion be denied as to any paragraphs, that it stand as the answer to the said paragraphs.

Board of Education of
Township High School Number 205,
Will County, Illinois, Defendant,

By /s/ Louis R. Bertani,

/s/ John Verklan,

Its Attorneys.

46 Order of February 19, 1965 as follows:

This matter coming on to be heard upon the motion of the defendant to strike certain sub-paragraphs and paragraphs of plaintiff's complaint and in the alternative, to make some of said paragraphs more definite and certain, defendant appearing in court by and through its attorneys, John Verklan and Louis R. Bertani and plaintiff appearing in person and through his attorney, John Ligtenberg and the court after hearing the arguments of counsel and being fully advised in the premises, IT IS HEREBY ORDERED as follows:

1. Upon defendant's motion, its motion to strike sub-pafagraphs c, d, e and f of paragraph 17 and paragraphs 18, 19 and 20 of plaintiff's complaint be and the same is hereby withdrawn.

2. By agreement of parties sub-paragraph g of paragraph 17 of plaintiff's complaint is stricken.

3. Defendant's motion to strike sub-paragraph 17 of plaintiff's complaint is granted and said sub-paragraph k be and the same is hereby stricken from plaintiff's complaint.

4. It is ordered by the Court that within twenty (20) days the plaintiff make more definite sub-paragraphs i and l of paragraph 17 of plaintiff's complaint and further make more definite paragraph 21 of plaintiff's complaint.

47 5. Defendant's motion to strike sub-paragraph m of paragraph 17 of plaintiff's complaint and in the alternative, to make said sub-paragraph more definite is denied.

6. Defendant ordered to plead or otherwise answer to plaintiff's complaint, as amended, within ten

(10) days after the expiration of the twenty (20) days heretofore granted to plaintiff.

ENTER:

/s/ Michael A. Orenic,
Judge.

49 Plaintiff's Statement Making More Definite Certain Allegations of the Complaint, filed March 11, 1965.

Now comes the plaintiff, pursuant to a court order entered as of February 19, 1965, and makes more definite certain allegations of the complaint hereinafter mentioned.

Paragraph 17(i)

It appears from said charges, and said administrative decision, that the defendant acted arbitrarily, capriciously and from reasons of bias or personal hatred and without warrant of law.

SPECIFICATION

1. This allegation is limited to what appears in (a) the charges and (b) the board decision.

50 2. It is clear that the allegations in the charges (see Plaintiff's Exhibit "A") are personal reactions to the letter written by plaintiff.

a. The defendant charged that the publication damaged certain persons and was injurious to the schools of the district.

b. The decision finds that the charges were proved. However, no evidence of the alleged damage was introduced at the hearing and none is found in the record of the hearing.

c. It follows that these charges were made capriciously, or that decision was made capriciously, or both.

d. If the charges or the decision (or both) are made capriciously, it is inferrable that they were made in anger or hatred and from reasons of bias.

3. It is not alleged in the charges that the causes or reasons for dismissal are not remediable. Without any bias in the charges, the decision finds that said causes and reasons are not remediable. The board introduced no evidence on the issue of remediability. Thus this part of the decision is capricious for two reasons. The findings that the board may make are limited (1) to the charges and (2) to the charges supported by substantial evidence; and here there was neither charge or evidence.

51 4. Since the remedial warning provided by statute is jurisdictional, and no warning was given the defendant acted arbitrarily and without warrant of law.

Paragraph 17(1)

It appears from said charges, and said administrative decision, that the defendant acted arbitrarily, capriciously and from reason of bias or personal hatred and without warrant of law.

SPECIFICATION

1. The Teacher Tenure Law states that the plaintiff may only be deprived of his contractual rights (continued contractual service) by the procedure provided by law. This is a substantial right (Donahoo *vs.* Board of Education, 413 Ill. 422). The procedural

and, consequently, "due process" rights of the plaintiff were violated at least in the following respects.

a. The specification made above with respect to paragraph 17(i).

b. The failure to give the jurisdictional remedial notice.

c. The fact that findings were made against plaintiff that were not based on the charges.

d. The fact that findings were made against plaintiff that were not supported by substantial evidence.

2. The plaintiff was deprived of his salary (property) and his personal rights (to follow his chosen profession) by this denial of "due process."

52 3. It is not alleged in the charges that the best interests of the schools required that the plaintiff be dismissed and no evidence was introduced on the point. Such evidence would have to show that the schools were in some way damaged. Without such charges and evidence, there could be no basis for the specific finding in the decision that the best interests of the schools required that plaintiff be dismissed.

4. There is no presumption that the charges are true.

Paragraph 21.

It appears from the evidence that the plaintiff was warranted in making or causing to be made the publication complained of in the charges against him, and that said publication could not be made the basis of charges against him.

SPECIFICATION

1. It appears from the evidence that the statements in the disputed letter were based on fact (except for minor variations) and that there were substantial reasons for believing that these statements were true.

2. The right of free speech guaranteed by the state and federal constitutions, in the absence of a showing of clear and present danger, is not limited to the right to say and publish only what is known to be true or what the speaker can prove to be true.

53 a. No clear and present danger was alleged in the charges or shown in the evidence or found in the decision.

b. No damage was shown in the evidence or found in the decision.

(s) Marvin L. Pickering.

65 Oral Argument.

68 OPINION OF THE COURT FILED MARCH 2, 1966.

After public hearing, dismissal of tenure teacher Marvin L. Pickering was approved and confirmed by Board Resolution finding the charges proved, not remedial, and the dismissal in the best interests of the school.

On administrative review, the court will set aside the final administrative action if the action is without substantial foundation in the record or is manifestly against the weight of the evidence. The best interest of the school is the guiding star of the board and the interference of the court is justified only where a board acted capriciously, maliciously and arbitrarily.

In this case, I find the action of the board is supported by substantial evidence and is not capricious, malicious or arbitrary.

The proper and efficient education of children is a vital and important function of state government. The
69 state has a real concern in the integrity of the school, and the legislature may specify the conditions and reasons for dismissal of the teacher. The calling of teacher is so intimate, the duties so delicate, the things in which a teacher might prove unworthy or would fail are so numerous, that the legislature cannot enumerate all such possible grounds. Therefore, the legislative standard in the statute that the board has the power to dismiss any teacher "whenever, in its opinion, the interests of the schools require it" is constitutionally sufficient. It is not a standard so vague and indefinite as to be a denial of due process.

That the freedom of speech is a highly protected right is not denied; the judiciary has been zealous in protecting the rights of free speech, press and assembly. Freedom of speech may be limited only for strong and weighty reasons. The public interest to be protected must be of such importance that it overrides the right of free speech.

The constitutional question squarely presented in this case is whether or not there is any public interest to be protected which is so important that it overrides Pickering's freedom of speech. I answer yes. The state has the right and duty to screen the officials, teachers, and employees as to their fitness to maintain the integrity of the schools as a part of ordered society. By statute, the legislature empowered the board to dismiss the teachers when, in its opinion,

the interests of the school require it. The interests of the school is patently an overriding public interest.

70 Pickering's conduct was adverse to the interests of the school. The board decided that the interests of the school required his dismissal. Freedom of speech does not protect the job of an employee whose conduct is against the interests of his boss.

It is the judgment of this Court that the final administrative decision of the Board of Education be affirmed.

Defendant's attorneys are directed to prepare formal order and present same to the Court for signature.

Michael A. Orenic,
Circuit Judge.

73 ORDER ENTERED MARCH 25, 1966.

Upon due notice to plaintiff and defendant this cause comes on for hearing upon the complaint for administrative review of plaintiff, Marvin L. Pickering, and the answer of the defendant, Board of Education of Township High School District Number 205, Will County, Illinois, consisting of the original record of the proceedings had before it under review, and the Court having reviewed and considered said complaint; said record of proceedings had before this Board of Education filed herein; the written briefs and arguments of said parties and the oral arguments of counsel, and the Court having taken this cause and the aforesaid matters under advisement and having duly considered the same and now being fully advised in the premises finds that it has jurisdiction of the subject matter of this cause and parties thereto and that

the final administrative decision of the Board of Education of Township High School District Number 205, Will County, Illinois, of December 2, 1964, dismissing plaintiff from employment by said District as a teacher, and constituting and being a part of said record of proceedings filed herein, is supported by substantial evidence, and the law is not capricious, malicious or arbitrary; is correct and should be affirmed.

It is, therefore, ordered, adjudged and decreed by the Court that the final administrative decision of December 2, 1964, rendered by the Board of Education of Township High School District Number 205, Will
74 County, Illinois, constituting and being a part of the original record of proceedings filed in this cause by said Board of Education, be and the same is hereby affirmed.

Dated this 25 day of March, 1966.

ENTER:

/s/ Michael A. Orenic,
Judge.

78 Plaintiff's Notice of Appeal and proof of service filed April 22, 1966:

TO—Mr. Louis R. Bertani
Krusemark & Bertani
68 N. Chicago Street
Joliet, Illinois

Mr. John Verklan
Barnes & Verklan
68 N. Chicago Street
Joliet, Illinois

Attorney for Defendant

Board of Education of Township
High School District Number 205
Will County, Illinois

APPEAL TO THE SUPREME COURT OF ILLINOIS

Please take notice that Marvin L. Pickering, plaintiff in the above entitled cause, hereby appeals to the Supreme Court of Illinois from the "Order" entered by the Hon. Michael A. Orenic, Judge of the Circuit Court of Will County, on March 25, 1966, which said "Order" was based upon the "Opinion of the Court" entered by the same Judge Michael A. Orenic on March 2, 1966, which said "Order" and "Opinion of the Court" in favor of defendant, Board of Education of Township High School District 205 and against the above named plaintiff upholding the dismissal of said plaintiff by said defendant contained certain erroneous findings and conclusions.

Plaintiff prays that said "Order" entered on March 25, 1966 and "Opinion of the Court" entered on March 2, 1966, upon which said "Order" was based, be reversed by the Supreme Court.

Marvin L. Pickering, Plaintiff

By: Ligtenberg, Geobel & De Jong
Plaintiff's Attorneys

81 Praecipe for Record filed April 29, 1966.

85 Proof of Service of Praecipe for Record filed April 29, 1966.

88 Order of June 17, 1966 allowing use of original transcript of proceedings before Board of Education in record on appeal in lieu of a copy.

(The abstract of the proceedings before the Board of Education has been set out immediately after the Certification of the record.)

89 Certificate of the Clerk of the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois, dated June 17, 1966.

Abstract of the Proceedings before the Board of Education.

Please note that the reference page numbers refer to the transcript and have not been renumbered in record on appeal.

1 Report of Proceedings had and testimony taken at the hearing of the above-entitled matter, before the Board of Education of Township High School District Number 205, Will County, Illinois, at Lockport Central High School, 12th and Jefferson Streets, Lockport, Illinois, commencing on Thursday, the 19th day of November, A. D. 1964, at the hour of 10:00 o'clock A. M.

3 Public hearing on the dismissal of the teacher, Marvin Pickering, called to order.

4 The entire Board was present.

Mr. Pinkering, Plaintiff herein is present and represented by John Ligtenberg, attorney at law, 134 North LaSalle Street, Chicago, Illinois.

5 Mr. Louis Bertani is present and will act as legal advisor for the Board of Education.

Mr. Ligtenberg: I move on behalf of the teacher, Marvin Pickering, that the charges made against him for his dismissal be stricken and that this hearing be ended and terminated, because these charges are insufficient to warrant the dismissal of a teacher who has tenure under the Illinois School Code.

6 I also move that there be stricken from the record the bill of particulars filed by the Board of Education pursuant to demand made upon it, because the bill of particulars also does not, when taken either

separately or with the charges, set forth charges sufficient to warrant the dismissal of a teacher having tenure under the laws of Illinois, including the School Code.

6 Mr. Bertani: I believe the charges speak for themselves and the bill of particulars speaks for itself, and that the charges are sufficient.

The motion or motions of counsel for Mr. Pickering should be denied.

Mr. Anderson: The motion will be denied.

7 Mr. Ligtenberg: I waive the reading of the formal charges. I assume that they will be made part of the record, however, of this hearing.

8 ANN L. KARKUT, called as a witness by the Board of Education, the Defendant, having been sworn, testified:

Direct Examination.

My name is Ann L. Karkut, Route 2, Gauger Road,
9 Lockport, Illinois. I have been editor of the Lockport Herald for over a year, and was editor on September 24th, 1964. I was subpoenaed as a witness. I brought with me a letter from Marvin L. Pickering to the Lockport Herald.

10 (The document was marked Board Exhibit No. 1).

11 Mr. Pickering, whom I had known previously, handed me that letter at my home on September 22nd, 1964.

12 He said he would like to have it published in the Lockport Herald.

13 I have no knowledge of a requirement that school teachers of District 205 first have the approval of a member of the administrative staff of that district before their letters may be published.

14 I gave the letter to Mr. Charles Broderick, managing editor of the Lockport Herald.

15 (The September 24, 1964 issue of the Lockport Herald was marked Board Exhibit No. 2.)

I identify the September 24, 1964 issue of the Lockport Herald which issue contains Mr. Pickering's letter.

(Board Exhibit No. 1—the original letter—and Board Exhibit No. 2—the September 24, 1964 issue of the Lockport Herald—were admitted into evidence.) (Exhibit 1 is not abstracted. Exhibit 2 is set out in Abst. Vol. II.)

18 The Lockport Herald is mailed to subscribers and sold on newsstands in Lockport, DuPage and Homer Townships in Will County.

19 I have also brought with me the bound volume of the 1961 issues of the Lockport Herald. It consists of all of the issues during the calendar year 1961, the issues from January 1 through December 31, 1961.

(The volume was marked Board Exhibit No. 3.)

(A portion was received in evidence at page 318 of Report and is set out in Abst. Vol. II.)

20 Board Exhibit No. 4 is the May 7, 1964 edition of the Lockport Herald.

Board Exhibit No. 5 is the May 21, 1964 edition of the Lockport Herald.

21 Board Exhibit No. 6 is the July 16, 1964 edition of the Lockport Herald.

Board Exhibit No. 7 is the July 30, 1964 edition of the Lockport Herald.

Board Exhibit No. 8 is the August 13, 1964 edition of the Lockport Herald.

Board Exhibit No. 9 is the August 20, 1964 edition of the Lockport Herald.

22 Board Exhibit No. 10 is the August 27, 1964 edition of the Lockport Herald.

Board Exhibit No. 11 is the September 3, 1964 edition of the Lockport Herald.

Board Exhibit No. 12 is the September 10, 1964 edition of the Lockport Herald.

Board Exhibit No. 13 is the September 17, 1964 edition of the Lockport Herald.

Board Exhibit No. 14 is the October 1, 1964 edition of the Lockport Herald.

(Board Exhibits Nos. 4 through 14 were never offered in evidence.)

23 Mr. Ligtenberg: I have no cross examination.

(Witness excused.)

24 CHARLES BRODERICK, called as a witness by the Board of Education, the defendant, having been
25 sworn, testified:

Direct Examination.

I am Charles Broderick and live at Route 1, Lockport, Illinois. I am managing editor of The Graphic Newspapers, including the Lockport Herald, and have been in that capacity since 1962, and was operating in that capacity on September 24, 1964.

I caused Board Exhibit No. 1 to be published in the September 24, 1964 edition of the Lockport Herald.

Board Exhibit No. 1 is contained on page 4 of Board Exhibit No. 2.

We publish an annual report on distribution in October to comply with a requirement of the U. S. Post Office.

Our average per issue over 12 months is 2,943 in Lockport, Homer, DuPage Townships and in cities and communities of the surrounding area.

The September 24, 1964 issue was distributed in the normal way—mail and newsstands. It had the usual distribution amount. The average number of copies of each issue sent to term subscribers is 1,332. The average sales during 1964 to newsstands and dealers was 1,611.

Mr. Ligtenberg: I have no objection to the admission of Board Exhibit No. 14. It would make no difference to my theory of the case if a million copies had been circulated throughout the entire state of Illinois.

Mr. Broderick: We received Board Exhibit No. 1 Tuesday, September 22, 1964.

I have no knowledge that a teacher in District 205 must obtain consent of the administration of District 205 before a letter can be printed in the Lockport Herald.

Cross Examination by Mr. Ligtenberg.

If there were such a rule, our paper would not consider itself bound thereby.

(Witness excused.)

35 Mr. Ligtenberg: I will stipulate that the school district is a legally existing school district in Will County, Illinois, has existed for a long time, that these board members here present are regularly elected members of the Board of Education of this school district.

36 As to their qualification to sit in this hearing, considering their attitude toward the plaintiff, that is something I might want to go into later. But as to their legal right to sit here, I raise no question whatsoever.

36 CARROLL WARD, called as a witness by the defendant Board of Education having been sworn, testified:

Direct Examination.

37 My name is Carroll Ward, 1420 Hamilton Street, Lockport, Illinois. I have been Secretary of the Lockport High School Board of Education of District 205 for the past three years.

38 I now identify Board Exhibit No. 15 as the Board resolution of October 8, 1964 terminating the employment of Mr. Pickering. It bears the signature of the President of the Board, Willard A. Anderson; and my attest as the Secretary.

40 It was passed at a regular meeting of the Board with a quorum present. These regular meetings are held on the second Thursday of each month. All members of the Board were present and all voted aye.

43 Board Exhibit No. 15 is admitted into evidence. (Exhibit 15 is set out in Abst. Vol. II.)

48 Board Exhibit No. 16 is the notice of dismissal served on Mr. Pickering October 9, 1964 was received

in evidence. (Exhibit 16 is the same as Exhibit "A" to Complaint and is set out at Abst. 9.)

49 Board Exhibit No. 17 is a request for a public hearing from Mr. Pickering dated October 12, 1964 and was received in evidence. (Not abstracted.)

50 Board Exhibit No. 18 is in the notice of public hearing and was received in evidence. (Not abstracted.)

52 Board Exhibit No. 19 is the answer to the demand for a further bill of particulars, and was received in evidence. (Exhibit 19 is same as Exhibit "E" to Complaint and is set out at Abst. 16.)

53 Board Exhibit No. 20 is the original demand for further bill of particulars, and was received in evidence. (Exhibit 20 is same as Exhibit "D" to Complaint and is set out at Abst. 14.)

54 Board Exhibit No. 21 is the answer to Board Exhibit No. 20 with attached registered receipts showing proof of service and was received in evidence. (Not abstracted.)

55 *Cross Examination by Mr. Ligtenberg.*

Exhibit No. 15, which is the resolution of the Board of Education, was submitted to me in written form during the course of the meeting. It was handed to
56 me as Secretary by Board Member Kibler, who introduced and moved for adoption of this resolution right after an executive session of the Board.

57 I was not present during the executive session.

58 There was no motion that the Board go into executive session. The President just declared a temporary adjournment which lasted about an hour. The Board then resolved itself back into the regular Board meeting. This resolution was then offered as the next order of business.

59 It was passed by a roll call vote, every member voting aye. I recall no other business concerning Mr. Pickering at that time.

60 Our attorney prepared the resolution in its final form. He must have done this after the meeting because I don't recall if he handed it to me in final form for signature that evening, right at the meeting.

The attorney prepared the notice of dismissal.

61 I presume our attorney handed it to the sheriff to be served on Mr. Pickering.

63 After recollection, I would like to say that I could have received the resolution in final form that night, October 8th, and signed it that evening.

64 The Superintendent's agenda of the October 8th meeting, which was prepared about the 5th or 6th, contained reference that the matter of Mr. Pickering was coming up at that Board meeting. I did not personally discuss the matter prior to October 8th.

69 Teacher's Exhibits Nos. 1 and 2 were marked for identification and are copies of the agenda for the October 8th meeting of this Board of Education.

70 (Teacher's Exhibits Nos. 1 and 2 are received in evidence. Not shown here, see Abst. Vol. II.)

71 (Witness Excused.)

ERNEST O. MOORE, JR., called as a witness by the Board of Education, having been sworn, testified:

I am Ernest O. Moore, Jr., and live at R. D. 4, Lantern Lane, Joliet. I am a partner in the architec-
72 tural firm of Kruegel, Healy & Moore, and have been licensed to practice architecture in the state of Illi-

nois since October of 1953. 75 to 80 percent of my
73 work is in the design of school buildings. I have personally been involved in the designing of 80 schools.

74 We have won special awards and have a number of schools exhibited. In particular we have had the Lockport schools, in fact, exhibited at two National Educator Conventions; The West and the East Lockport Schools. We also have had others chosen for their outstanding design. I have written some articles for publication on the subject of school design.

75 I was in charge of designing Lockport East Side High School and Lockport West Side High School.

76 I was retained on the two bond issue elections. The first bond issue plan offered two freshman-sophomore school buildings with the juniors and seniors being sent to Central School. That bond issue was defeated.

The second bond issue plan consisted of two buildings, one on the west side taking students from freshman to senior year, the other on the east side was to take freshmen and sophomores with the stipulation
77 it could later expand to a four-year school. This bond issue was successful.

These proposed schools were built and are now known as West Side High School and East Side High School.

In the preliminary plans that were drawn before the bond issue was submitted to the public, the West Side High School included an auditorium, but the East Side High School did not.

78 The working drawings were taken from the preliminary drawings and the construction was in accord-

ance with the working drawings with certain minor modifications which is typical of most buildings. The basic building was built.

79 The completed West Side campus has an auditorium and the East Side campus does not.

Athletic fields were included in the preliminary plans of the West Side High School. As to the East Side High School, the plans only showed where the athletic fields would go, but were not planned for development at this time.

80 The completed West Side School has athletic fields; the completed East Side School does not.

Both the preliminary and working plans for the West Side School included a swimming pool as an alternate. It was bid on as an alternate, but was not accepted.

81 The swimming pool at the East Side School was included in the plan only as a future development; it was not even considered as an alternate and was not bid on.

Neither school has a swimming pool.

There is a regulation track at the West Side High
82 School. The statement in Board Exhibit No. 1 that the track there is not quite regulation is not true.

83 Mr. Bertani: In reference to Board Exhibit No. 1, there is a statement that the taxpayers were taken to the cleaners. In regard to that statement, have you available information as to the cost per square foot of the West Side High School?

Mr. Ligtenberg: I object to that question as having no relevance to the accusation in regard to the taxpayers.

84 Mr. Anderson: Objection overruled.

Witness: The cost per square foot on the West Side High School, of the building, was $12.33 per square foot. The cost on the East Side High School, of the building, was $12.30 per square foot.

The cost per pupil on the West is $2,100.00 per pupil, and on the East it is $2,200.00 per pupil.

At the time these two schools were being construct-
85 ed, I was supervising architect on two schools in Joliet, Joliet Township, Will County, Illinois. The average cost per square foot on those schools was $12.52.

86 There are classrooms in the East Side High School without doors on them. In the basic design there was the desire to construct a building that would have maximum flexibility and minimum cost, in both schools, and also to have a degree of supervision that might be adequate and to create an open atmosphere from the students' standpoint, to enhance the entire beauty of the building.

We achieved this by opening up several spaces from one space to the other, and one of the means was to omit doors and make wider openings between the classroom and corridor, in some places, and between two classrooms.

In order to control any annoyance by sound we introduced doors required by the fire marshal in a
87 number of strategic spots, which also helped to isolate any interference classroom-to-classroom.

This isn't particularly unusual.

They are set off by departments. The science department is shut from the corridor, but within a department it is open.

88 Both our preliminary drawings and working drawings were directed in this manner.

There is an article in the January, 1963 issue of *The Nation's Schools,* talking about the impact of modern education on schoolhouse design. There are quite a number of examples of buildings without doors to the classrooms, both elementary and high school.
89 Loft plan school—classrooms with no walls or doors—are done in Texas. There are doorless classrooms in the University of Illinois.

There is a plant room on the East Side campus that doesn't have any sunlight. We omitted the sky-
90 lights substituted fluorescent lighting to meet the budget. We were given information that the plants do not know the difference between sunlight and artificial light.

91 The first aid room is made up of an office area, and two areas for separation of the sexes; each of these rooms has a toilet adjacent to it. Water facilities
92 are included in the toilet facilities, not in the other rooms. This is how it was designed in the preliminary and working drawings and how it was constructed.

93 The summary architectural cost of the East Side High School is $2,085,206.31. Our firm was not connected with the purchase of furniture and some minor items and equipment. The architectural cost of the West Side High School is $3,365,049.69.

94 The sidewalk in front of the East Side building has collapsed, but has been repaired without cost to the Board by the contractor.

95 The sodding of the football fields was included in the working plans of the school. It was bid on out of funds from the bond issue.

96 The buildings that the Lockport District built were
97 comparable in cost to other districts and were built at a reasonable cost.

An alternate is a desirable item but one that can be
98 left out if the money is not enough to cover the total cost.

Cross Examination by Mr. Ligtenberg.

Prior to the submission of the bond issue, I submitted to the Board of Education a probable cost of
99 construction of $6 millin dollars which was revised to $5½ million.

100 The breakdown between the two buildings was $2,300,000 for the East Side and $3,200,000 for the West Side. That included architect's fees and that part
101 that we were to be responsible for like fixed equipment, but not movable equipment.

I worked on plans for the second bond issue in the
102 latter half of 1961. The bond issue included the cost of movable equipment such as desks, instruction equipment, etc., and the sodding of the football field.

103 I cannot be sure if more than one 10 by 10 square was involved in the collapse of the sidewalk.

104 The bond issue is borrowed money; the sodding of the football fields came out of the bond issue.

I acted on behalf of the Board in making preliminary designs for the first bond issue. There was quite a bit of difference between the first and second bond issue designs.

105 In the plans for the first bond issue the basic facilities in science (labs and equiment), in the shop areas, and the auditoriums are certainly minimized

over what a four-year program would have. The athletic fields of the first bond issue design would be minimum.

106 We provided sketches and square footage that would be reproduced in the publicity for the two bond issues. I might have assisted in writing the content of brochures.

107 I normally do not see the Lockport Herald; I might have seen an issue at the time of the bond issues.

In the plan submitted in the first bond issue, there were no swimming pools for either of these two schools. There is no swimming pool in either school now.

108 There were provisions for smaller auditoriums in the two-two plan, the first bond issue.

109 Large group discussion rooms were considered, as were gymnasiums of standard playing size but without the seating capacity needed for variety sports.

110 I based the per pupil cost of the two schools finally built on the estimated initial enrollments of 800 in the East Side High School and 1,300 in the West Side High School.

111 At present only West Side High School has an auditorium with a large stage and seating capacity of 1,000. Both seating and equipment was financed out of the bond issue.

112 East Side High School has two areas that can hold 150 each. The gym at East Side High could probably hold the entire student body.

113 The difference between the gyms in the East Side and West Side High Schools is that the latter has a balcony. Otherwise they are standard gyms.

Whether a track is regulation depends on the distance the runner runs and the width of the lane he runs in. The A.A.U. and the Illinois High School Association do not agree on these aspects of the track.

The circumference of the track at West Side High School is 440 yards, measured at one foot out into the track from the inside curb. It would be incorrect if the track measured 440 yards at the curb. If it did so measure, one foot out into the track from the curb would be greater than 440 yards. What makes a track regulation is where the start and stop of a race is.

I do not have the Illinois High School Athletic Association rules with me.

The West Side High School track is oval with two straightaways of the same length, one of which is extended so the 220 yard dash may be run. There is a concrete curb all around the track. Such material is regulation.

I examined the Illinois High School Athletic Association designs and rules, and consulted with the coaches of the schools of this system, Mr. Kappmeyer and Mr. Rogers, when I designed the track.

It is undoubtedly possible there could be differences of opinion with regard to the propriety of classrooms without doors. Some of my other 80 clients did not want such classrooms. I have no knowledge as to whether the teachers of this high school district were ever consulted about this matter.

The article in *The Nation's Schools* did refer to the Lockport schools which had already been constructed. The doorless rooms at the University of

Illinois are not research rooms for the purpose of finding out the best way to teach high school science.

122 Our original plan was to have a skylight in the plant room. They were taken out as an economy measure because we were going over our budget. The room now has no sunlight. East Side High School
123 is the only school of the 80 that I have had something to do with that does not have sunlight in the plant room.

124 At East Side High there is more than one room in the first aid area that could be used to administer first aid. I am not sure just what they are using which for. The outer office and the examining room do not have running water.

125 There are two additional sick rooms with a toilet and washbowl immediately adjacent, but not in the
126 treatment room itself.

I do not have knowledge of the total cost of East Side High or West Side High Schools; I have knowl-
127 edge only of what we were involved in.

128 *Redirect Examination by Mr. Bertani.*

The first aid treatment room is 12 by 12 or 12 by 15. There is no direct access from this room to the washbowl and toilet. You must enter a passageway first.

The Nation's Schools article does not refer to
129 Lockport High School. It refers to other schools.

(The document was marked, Board Exhibit No. 22).

133 As to whether or not a track is regulation— if it is a 100-yard race, whether the race is run regulation

or not depends on whether the runner has run 100 yards.

134 In the first bond issue, West Side High School was to be a two-year high school feeding juniors and seniors to Central High School.

135 For varsity sports and things of that nature it would depend upon the central school. The two-year building would have had less facilities than the four-year that was built.

$5,500,000 was sought on the second referendum.
136 It was originally planned at $6 million dollars. There was a reduction of $500,000.

137 The first bond issue was defeated and no buildings were ever built under it.

138 The buildings were built under the second bond issue. Both the East and West Side High Schools were built substantially in accordance with not only the working drawings but with the preliminary drawings that were prepared.

139 *Recross Examination by Mr. Ligtenberg.*

140 Mr. Borio: Mr. Moore, on the East Side High School gymnasium, was the seating that you were asked to provide to be provided for spectator seating or for seating of students for assemblies?

Witness: Well, basically for spectator seating, and it was to double as assembly until such time as the auditorium would be built.

141 Mr. Ligtenberg: Mr. Moore, I meant to ask you, who wrote this article in *The Nation's Schools*?

Witness: Truett A. Roach. I do not know him and he never consulted with me about the article in any way.

142 (Witness excused.)

146 CHARLES W. VOIGTS, called as a witness by the Defendant Board of Education, having been sworn, testified:

Direct Examination.

My name is Charles W. Voigts and my address is 1868 Waverly Court, Joliet, Illinois. My business address is 168 North Ottawa Street, Joliet. I am a certified public accountant, currently certified by the State of Illinois. I work for the firm of Bansley & Kiener, a firm of certified public accountants, whose
147 main office is in Chicago at 300 West Washington Street, and the office I work out of is the branch office in Joliet.

I am now the office manager and have been the supervisor of the Joliet Branch since 1956. We have been auditing the books of account of High School District 205, Lockport High School District Number 205, since 1952 or 1953.

148 I have been supervising the audit of the District 205 books of account since 1956. Each of the audits since 1961 have been prepared under my direct supervision and authority.

149 Board Exhibit No. 23 is an audit report that we performed for Lockport Township High School District 205, for the fiscal year ended June 30th, 1961. That fiscal year started July 1st, 1960.

Board Exhibit No. 24 is an audit report of Lockport Township School District 205 for the fiscal year beginning July 1, 1961 and ending June 30, 1962.

Board Exhibit No. 25 is our audit report for the Board of Education, Lockport Township School District 205, for the year beginning July 1, 1962 and ending June 30, 1963.

Board Exhibit No. 26 is an audit report for Lockport Township High School District 205 for the year commencing July 1, 1963 and ending June 30, 1964.

150 Each of these exhibits was prepared in accordance with generally accepted accounting procedures and auditing standards, and correctly state and reflect the financial condition of the school district as of the end of each year, and a statement of receipts and disbursements of each of the respective accounts of the district for each of the years.

151 (Board Exhibits Nos. 23, 24, 25 and 26 were received in evidence.) (They are not abstracted.)

152 During the years 1961-63 (Board Exhibits Nos. 23, 24 and 25) Central High School was the only building the district was operating. During 1963-64 (Board Exhibit No. 26) District 205 operated Central High School and West Side High School.

153 The cost of transporting athletes during 1963-64 was $10,142.21. The cost woulld have been less in prior years.

154 District 205 spent $49,554 on varsity athletics, not $200,000. The actual athletic expenditures such as baseball, football, basketball uniforms, etc., were $29,-927, plus the transportation cost of $10,142. The coaches receive $9,475 as extracurricular pay. This 155 is over and above their teaching salary.

156 Since I have been auditing the books, the district has never failed to pay teachers' salaries when due, nor has it ever issued teachers' orders. It has anticipated the sale of tax anticipation warrants, but never up to its legal limit. There were always funds available to pay current bills and teachers' salaries.

157 The 1963-64 athletic receipts were $21,764.15, plus $4,063.49 from Lockport Township Central, and $3,783.56 for Lockport West High School. These latter figures are transferred to the athletic injury fund to cover necessary expenditures.

158 *Cross Examination by Mr. Ligtenberg*

The total transportation cost of the district for the fiscal year 1963-64 was $83,255.83. The transportation appropriation for that year was $130,387.00. I do not know how much of that went into the district
159 levy for transportation. There are no other expenditures relating to transportation.

160 The appropriation for transportation for 1960-61 was $55,700.00; for 1961-62, $62,166.00; for 1962-63, $69,342.00.

The actual expenditures for transportation for 1960-61 was $50,277.09; for 1961-62, $64,351.00; for
161 1962-63, $100,387.00.

Some of those funds were spent on field trips, but we do not break the figures down into specifics.

162 There were no tax anticipation warrants issued in 1960-61, 1961-62 or 1962-63.

163 Near the close of the fiscal year ended June 30, 1964 Board Exhibit 26, in the educational fund there were issued $500,000.00 of tax anticipation warrants.

The assessed valuation as equalized for this district for 1963 is $195,785,012.00.

164 The educational fund appropriation for 1963-64 was $2,030,627.00. Some of that would be derived from state aid and some other minor funds. I do not recall the amount of levy made against the taxes. I don't
165 believe it was up to the limit, for I don't think we expressed that in the report submitted to the State of Illinois.

168 I did not include the cost of maintenance of the grounds or athletic facilities in the $49,554.00 figure given or amount spent on athletics. It includes the cost of officials at the games, but there was no allocation made for the cost of the fields themselves because this is a capital expenditure.

169 In 1960-61 there was no deficit transfer from the education fund to the transportation fund.

170 In 1961-62, $21,309.67 was transferred from the education fund to the transportation fund.

In 1962-63, such deficit transfer was $44,010.39.

171 In 1963-64, the deficit transfer from the educational fund to the transportation fund was $42,150.67 out of a total transportation expenditure of $83,000 and some dollars. In other words, half of the expenditure was transferred from the education fund.

In no year up to June 30, 1964 was any amount transferred back.

172 From July 1, 1961 to June 30, 1963 athletic supplies purchased out of the construction account amounted to $334.80.

Mr. Ligtenberg: Does that over-all report of the construction fund indicate what the cost was of the

construction of the athletic facilities for either East or West High or both?

The Witness: I don't feel from the audit reports, the respective Board Exhibits for the years in ques-
174 tion (1960-64), that they could directly answer this question due to the fact that some of these expenditures are in the general contractor's fees, and we have not broken those down in our audit report.

There are various categories here, but none of which, or none of the total of which, would specifically designate perhaps what would have been spent for the total athletic equipment.

So I don't think from the information that we submit to the Board of Education in our audit report I could give you this figure accurately.

175 Our audit shows the amount spent from the construction fund for construction purposes without specifying whether it applies to athletics or physics or anything else, or what part of the buildings or grounds it applies to.

Redirect Examination by Mr. Bertani.

The figure of $29,937.00 is the amount expended in 1963-64 for athletics.

The $49,554.00 figure includes coaches' salaries and the transportation.

176 If a school district built a $1 million dollar stadium, it would be considered as a capital improvement, depreciable property with a certain life span—if it were not a school district.

Mr. Ligtenberg: There is absolutely nothing illegal about transferring funds from the educational fund to meet a deficit in the transportation account

177 There is nothing illegal about replacing it. In fact, it is probably illegal to replace it.

178 The Witness: In 1963-64 there was an appropriation of $130,000.00 for transportation. Based on that appropriation the total receipts were $75,985.77.

As of June 30, 1964, there were funds left unexpended in the construction fund.

179 *Recross Examination by Mr. Ligtenberg.*

The amount transferred from the educational fund to the transportation fund were in addition to funds received from the collector direct to the transportation
180 fund. The amounts of money that were transferred from the education fund to the transportation fund were moneys collected out of the educational fund levy and other educational fund sources.

181 FLORENCE S. LUND, called as a witness for the Defendant Board of Education, having been sworn, testified:

My name is Florence S. Lund, and my address is 1121 Madison Street, Lockport. I am a teacher at Lockport East. This is my 13th year as a school teacher in Lockport Township High School District 205.

182 I am the chairman of the publicity committee of the District 205 Teachers Organization. The publicity committee is responsible for having written a series of letters captioned "District 205 Teachers Speak" which were written to the Lockport Herald.

District 205 Teachers Organization is a voluntary organization, and its present five members were appointed by the Executive Board of District 205 Teach-

ers Organization. We were appointed in the spring for this school year.

183 The Executive Board was elected by the membership of the organization at a duly constituted meeting, and it has certain appointive powers, one of which is to appoint the publicity committee.

Out of 133 teachers in Lockport Central and Lockport West, 130 are members of our organization.

184 Neither Dr. Blatnik nor any member of his immediate administrative group is a member of this organization.

185 The committee wrote the letters cooperatively. No individual was ever responsible. The only, [illegible] Dr. Blatnik or any member of his administrative staff participated in the writing of these letters was to 186 supply tax rate figures. We also contacted the office of the county superintendent of schools and were furnished comparative figures for various districts in the area.

187 We were not aware of any policy of Dr. Blatnik or any members of his administrative staff which required that a letter, before it could be printed in a newspaper or otherwise published, be presented to the administration. We have submitted all our articles to the administration as a matter of courtesy and also as a matter of protection for ourselves in quoting figures that we have no personal knowledge of and the administration does. The administration made no changes in those letters. I would say it was an untrue statement that the letters had to have the 188 approval of the Superintendent before they could be put in the paper. No teacher was ever threatened be-

cause of activity in writing letters. Eight letters were actually published in the Lockport Herald.

189 Mr. Ligtenberg: If she says these are letters that were published in the Herald, I have no objection if they are grouped in one exhibit. You can relate them to the dates if you want to.

190 (The group of documents was marked Board Exhibit No. 27.)

The Witness: Board Exhibit No. 27 is the group of documents consisting of eight letters that the publicity committee of School District 205 prepared and had
191 published in the Lockport Herald. They are carbon copies of the articles submitted to the Lockport Herald. The originals went to the Lockport Herald.

The printed material that appeared in the Lockport
192 Herald is attached to each copy. The July 2nd letter is missing; it did not have any application to the
193 Pickering letter. The letters were published exactly as they were submitted.

(Board Exhibit 27 is received in evidence and is set out in Abst. Vol. II.)

195 The letter of September 17, 1964 does not say it was written by 98 percent of the teachers.

"It is written by members of a committee appointed by the executive board of the group which, last year, represented 98 per cent of the teachers of the District."

196 There is no statement in that letter that says the teachers threatened to close the school cafeteria and fire its personnel.

199 *Cross Examination by Mr. Ligtenberg.*

200 Our articles appear in a regular column published by the paper, and came out before the referendum. The letter of September 17, 1964 did ask:

"Will the board, if the referendum fails, cut the lunch program with all of its personnel . . . elimin-
201 ate the transportation system and the personnel involved . . . or curtail the curriculum and the teaching staff?"

We asked whether the Board would find it necessary to curtail these various programs if the referendum failed.

202 It is not our contention that each of the 130 members of the organization saw and had an opportunity to comment upon each of these letters and approve them before they were published. A committee of five or six wrote them.

203 The letters were submitted to the administrative staff mostly to see if the statements therein were correct. However, had a suggestion been made, I am sure we would have followed it.

I am familiar with the Handbook for Teachers of Lockport Township High Schools compiled August, 1964.

204 Mr. Ligtenberg: (Reading)

"Each teacher is invited and encouraged to release publicity on special events concerning his part in the total program."

"He is also invited to report to the publicity coordinator any honor or noteworthy accomplishment of his colleagues, students and former students. They may be too modest to do so."

"In order to prevent any possible embarrassment or misunderstanding, check the material with the building principal before releasing it. Any information which an individual feels should be published in the local papers should be submitted in triplicate to the publicity coordinator."

The Witness: Mr. Higgins, of our guidance department, was the publicity coordinator last year.

We submitted the articles to the administrative office, and I don't know whether Dr. Blatnik has read every one or if Mr. Smith and Dr. Blatnik have both read them.

I do not know what percentage of the teachers supported or opposed the referendum.

These articles were written to inform the public of the views of the teachers as teachers and of the needs of our school.

I don't know that we worried particularly about adverse consequences if we did not get the Superintendent's approval for the letters, but we felt it was courteous to submit them to the Superintendent. It did not occur to anyone to offer them for publication without Dr. Blatnik's approval. I don't know that we felt duty bound to do so.

I was not chairman of the committee until the fall, but I was one of the five or six that wrote the letters.

Redirect Examination by Mr. Bertani.

I was chairman when the September 17, 1964 article was written.

Mr. Bieseman, president of the organization, who was teaching summer school, would bring the original

article to Dr. Blatnik's office. He would read it and leave it with his secretary for one of us to pick up. Then one of us would take it to the newspaper office.

210 On each occasion there was no change in any of the articles.

I had read the manual before, but I confess I didn't read it now until just recently.

Mr. Higgins, the publicity coordinator, is head of the guidance department; I presume is called an ad-
211 ministrator. I was familiar with the invitation to deliver material to him.

(Witness excused.)

212 WILLIAM H. BLATNIK, called at a witness by the Defendant Board of Education having been sworn, testified.

My name is William H. Blatnik and my residence address is 901 East First Street, Lockport, Illinois.

This is the beginning of my ninth year as Superintendent of Lockport District 205.

213 I have three degrees, a B.A. from Illinois State University, an M.A. and PhD. from the University of Illinois.

Mr. Ligtenberg: I will stipulate that Board Exhibit No. 28 is a true copy of the teacher's contract of Marvin L. Pickering dated June 18, 1959.

(Board Exhibit No. 28 is received in evidence and is set out in Abst. Vol. II.)

214 The Witness: Marvin Pickering has been in the continuous employ of Lockport Township High School District 205 since June 18, 1959.

District 205 is 99-plus square miles in area, taking in most of Lockport, Homer and DuPage Townships.

Its estimated population is 35,000 to 37,000, based on the last ascertainable census of the area.

In 1961, the District had two bond issue elections. The first was held on February 25, 1961, in the amount
215 of $4,875,000.00. It was for a two-two plan. A building on the West side for freshmen and sophomores and a building on the East side for juniors and seniors. The two-year building on the West side would not be as comprehensive as a four-year building. That bond issue was defeated.

Under the second bond issue that was approved,
216 we had an auditorium at the west side four-year comprehensive high school.

The two-two plan was discarded after the defeat of the first bond issue. The second bond issue was submitted to the voters on December 2, 1961. During
217 the time between the vote on the bond issues, an entirely new plan was worked up with the aid of the Citizens Committee. This plan called for a comprehensive high school on the west side and a two-year high school on the east side.

The December 2, 1961 successful bond issue was in the amount of $5,500,000.00.

The buildings under this plan have been completed except for punch list items. The West Side
218 High School, a four-year school, was opened full-time in September of 1963. The East Side High School was opened to students August 31, 1964.

The architect firm of Kruegel, Healy & Moore of Joliet was the firm employed by the Board prior to the successful bond issue through the completion of the buildings.

219 Preliminary drawings were available to the Board and the public prior to December 2, 1961; working plans were made from these preliminary plans after the successful election.

The buildings have been completed substantially in accordance with the original preliminary plans which were extended into working drawings and construction made from the working drawings.

220 The first tax rate and transportation rate increase referendum was held May 23, 1964 . The tax rate for education is now 65 cents. In that referendum we asked for an increase of 21 cents, bringing the rate to 86 cents. The current transportation rate is 2 cents and we then asked it to be raised to 10 cents.

211 That referendum was unsuccessful.

We again went to the voters with the same rate increases on September 19, 1964, and it was unsuccessful.

Other than the two bond issues in 1961 and the two tax referendums in 1964, there have been no other bond or tax rate referendums submitted to the public.

222 I first saw Mr. Pickering's letter in the Lockport Herald on the day it was published, September 24, 1964.

Prior to September 24, 1964, Martin L. Pickering had never come to me officially about any subject matter of Board Exhibit No. 1.

223 I cannot recall missing any Board meetings since January of 1961 to the current date. To the best of my knowledge, Marvin L. Pickering, prior to September 24, 1964, had never officially presented to the Board any items or subject matter contained in Board Exhibit No. 1.

224 It is a false statement that there has been a "how far" deviation.

225 There is no swimming pool at either school.

In the original plans for the December 2, 1961 bond issue there was to be an auditorium in the four-year 226 school. It was in the working drawings and had been constructed. It is a false statement that the auditorium was left out of the West Side High School original plans.

In the original plans there was to be an athletic field at West Side High School. It is a false statement that it was left out of the original plans. West Side High School does have an athletic field serving the use of the school.

227 Neither I nor the Board ever promised that the auditorium or the athletic field would be left out of the four-year West Side High School.

Referring to the third paragraph of Board Exhibit No. 1, it is a false statement that the bond issue has been twice defeated. We had a bond referendum in 228 1961—one unsuccessful, one successful. Since December 2, 1961, we have had none.

The Board of Education and Administration have stated that teachers' salaries total $1,297,746.00 for one year. The figure stated in the letter is 100 per- 229 cent correct. The figure is taken from page 4 of the budget and includes all salaries for all teachers, counselors, principals and their assistants, their secretaries, plus sick leave for those people, extracurricular pay for teachers, the increments from bachelor's to master's degrees, and perhaps, going from one degree 230 to another. Also, contingency.

230 The next statement in Board Exhibit No. 1:

"Now that must have been the total payroll . . ."

That is a false statement.

". . . otherwise the teachers would be getting $10,000 a year."

There are 147 teachers on the faculty, including one part-time teacher and one special education teacher in the high school. If you take 147 teachers and mul-
231 tiply that by $10,000.00, you do not arrive at a figure of $1,297,746.00 or anything close to it. It would be $1,400,000 plus.

I never made the statement:

"Any teacher that opposes the referendum should be prepared for the consequences."

It is a false statement that I said that.

Referring to paragraph four of Board Exhibit No. 1 and the reference to the letters entitled "District 205 Teachers Speak" (Board Exhibit No. 27), it is a false statement that:

"Did you know that those letters had to have the approval of the Superintendent before they could
232 be put in the paper?"

There is no ruling, regulation, policy or otherwise of this school district, either promulgated by me or the School Board which requires school teachers to submitters letters of this type for my approval before publication. Board Exhibit No. 1 was not submitted to me by Marvin L. Pickering before he printed it.

There is a statement in the letter that "the taxpayer's child should only have to pay about thirty cents for his lunch instead of thirty-five cents" because we

are supplying free lunches for athletes is a false statement.

233 The cafeteria does supply and deliver lunches to athletes. The coach or the athletic director signs a requisition requesting X number of lunches, usually consisting of milk, a sandwich, apple, or candy bars. The cafeteria manager then submits the bill to the school district who then reimburses the cafeteria. The lunches are charged to the athletic department. They are paid for out of the athletic department account by District 205.

234 These lunches were supplied for away games. I don't know if they are supplied when travel for a game would force the athletes to miss a meal.

235 The cafeteria is losing money. That is not directly or indirectly attributable to the providing of lunches to athletes.

The next statement in the letter is:

"But $20,000.00 in receipts doesn't pay for the $200,000.00 a year they have been spending on varsity sports while neglecting the wants of teachers."

236 I have not neglected the wants of teachers. After refreshing my recollection from the salary schedules, 237 the starting or base salary in 1956-57 was $3,950.00. This year it is $5,200.00. In each of the last nine years, with the exception of this year, the teachers have received a salary increase.

A basic reason why there was no increase this year is the failure of the educational rate referendums.

Since the opening of the two new schools, the State Inspectors have visited the district. None of their 238 reports indicated the wants of the teachers were being neglected.

We have not been able to give the teachers everything they want. Last year we lost eleven teachers
239 out of a staff of 132. In the last three years we have averaged six teachers per year leaving for other positions. We have had more job requests on file than there were openings.

In my opinion as an educator of long standing and being with this district for nine years as its Superintendent, the wants of the teachers are not being neglected.

The statement that $200,000.00 a year is being spent on athletics while the wants of the teachers are being neglected is untrue.

At Mr. Bertani's request I went through with the auditor and found out what is spent on varsity sports.
240 I assume his figures are correct.

Moving on to the next paragraph of the letter:

"To sod football fields on borrowed money and then not be able to pay teachers salaries is getting the cart before the horse."

If it were true, we should not sod football fields if we cannot pay teachers.

241 The district has never failed to meet a teacher's salary when it became due in the past nine years. We have never issued script. Each teacher was paid with a check he could cash immediately.

The football field at West Side High was sodded out of the construction fund which I do not consider borrowed money.

242 The football field at Lockport Central was sodded out of the current building fund from current revenues.

243 The auditor's figure of $10,142.00 for transporting athletes was correct. We have never spent $50,000 in one year transporting athletes, nor $200,000 on varsity sports.

I know that in the original plans for the East Side High School there were no doors on some of the classrooms.

244 I concurred with the architect's recommendation of the elimination of the skylights in the plant room.

There was no serious question raised in the planning, building, opening or using of the building because of lack of water in the first aid rooms. They are serving the purpose for which they were designed.

245 I heard about the sidewalk collapsing, but I wasn't too much concerned about it because it was replaced not at district cost.

Student enrollment totals 2,550 of which we trans-
246 port 2,215 this year. In 1963-64 we transported 1,966. The gross cost of transporting in 1963-64 was $82,-527.00. It would be false to say it cost $50,000.00 to transport athletes.

247 I never required the articles "District 205 Teachers Speak" be seen by me before publication. I don't know if I saw all of them before publication. I made no changes in the ones I saw. I did not personally agree with all that was written therein. I have taken no detrimental action toward the teachers who proposed and wrote those letters.

248 It is a false statement that:

"I must sign this letter as a citizen and taxpayer and voter, not as a teacher, since that freedom has been taken from the teachers by the administration."

I am proud that nothing goes on behind the walls of

the high schools that is not in accordance with good, sound school administration.

Cross Examination by Mr. Ligtenberg.

249 Altogether there were four tax rate and bond issue refenda. Three of those four lost.

250 Referring to paragraph one of Board Exhibit No. 1, it does not state any specific deviations from the original promises of the Board. I could say from that statement that someone has been charged with making
251 deviations.

The difference between the two bond issues was $625,000.00. $5,500,000.00 minus $4,875,000.00.

(Teacher's Exhibit No. 3 was marked for identification.)

252 Teacher's Exhibit No. 3 is a piece of literature produced by the Board for the first bond issue referendum. It includes the statement:

"The present athletic field will be used for interschool competition. Areas adjacent to the new buildings will be used as practice fields until future needs dictate improvements or additions."

253 It also says:

"Present auditorium and swimming pool will serve entire area. However, new building plans lend themselves to future expansion without premium cost for these additional facilities."

254 Mr. Ligtenberg: Is it true, then, that the auditorium was not in the first bond issue for West High?

Mr. Bertani: Objection. Mr. Pickering's source of information was certain paper issues that are contained in this volume, the letters of February through

November of 1961. Reference to a brochure is out of the scope of proper cross examination.

Mr. Ligtenberg: This witness under guidance of counsel made numerous statements that statements in this letter are not true. Whether or not they are true does not depend on whether they are referred to
255 in that volume over there.

Mr. Bertani: I withdraw the objection.

The Witness: Neither the auditorium nor an athletic field for varsity sports for West Side High School was included in the plans for the first bond issue.

256 The original promises made to the district did not include an auditorium or an athletic field for varsity sports.

Subsequently another bond issue passed.

During the designing period plans for a swimming pool were considered as an alternate. A bid of $250,000.00 for a pool at West Side High was received
257 and rejected because it would have brought us above the bond issue amount.

Mr. Ligtenberg: Was the architect paid anything for these swimming pool designs apart from the building construction fee?

Mr. Bertani: I am going to object to that as being immaterial and irrelevant.

258 Mr. Anderson: Objection sustained.

Mr. Ligtenberg: I ask that this issue of the Lockport Herald dated Thursday, February 21, 1961, be marked Teacher's Exhibit No. 4 for identification.

(Teacher's Exhibit No. 4 was marked for identification).

259 The Witness: I would say that the Board did not furnish the information in that article entitled

"LTHS Referendum Vote Is This Saturday"

Perhaps it was the publicity committee, a committee that grew from five or six appointed by the Board and they kept appointing people until they numbered about 100 people or so. This committee worked with the Board for the purpose of providing the community with the facts regarding the proposed schools, and to advise the Board with regard to community desires concerning the proposed schools.

260 The paragraph entitled "No Frills" is a fair statement of what the Board proposed in regard to these schools for the first referendum.

261 *Redirect Examination by Mr. Bertani.*

The brochure, Teacher's Exhibit No. 3, was not prepared by any one individual. Both the citizens publicity committee and I had a hand in it.

262 The firm we had was the Illinois School Consulting Service, from Monticello, Illinois.

Both Teacher's Exhibits Nos. 3 and 4 refer to the two-two plan which was defeated by the voters. The buildings were not built.

263 (Teacher's Exhibits Nos. 3 and 4 received in evidence and are set out in Abst. Vol. II.)

264 *Re-cross Examination by Mr. Ligtenberg.*

The Illinois School Consulting Service was a service contracted for by the Board and paid for as part of the program to promote the building idea.

I don't remember if the architect gave an estimated cost of an auditorium for the West Side High School.

(Teacher's Exhibit No. 5 marked for identification.)

266 Teacher's Exhibit No. 5 was published by the Board prior to and for the second bond issue.

It does not mention an auditorium. I presume several thousand of these were printed and an attempt was made to bring it to the attention of the voters of District 205.

267 (Teacher's Exhibit No. 5, received in evidence and is set out in Abst. Vol. II.)

268 We told the public it would be a comprehensive four-year high school.

269 There was other publicity paid for by the Board in regard to the second bond issue.

270 (Teacher's Exhibit No. 6 marked for identification.)

271 Teacher's Exhibit No. 6 is the other literature put out by the Board. It does not mention an auditorium *per se*. It mentions a swimming pool in a sentence in in parenthesis:

"(In the interests of economy, some features that we would like to have, such as a swimming pool, will not be included in the basic plan—but there will be a provision for such features to be added at a later date, or even at the outset if bids on the basic plan should come in sufficiently below the estimates.)"

272 (Teacher's Exhibit No. 6 is admitted in evidence and is set out in Abst. Vol. II.)

273 There was no other official communication to the public. In the two official pieces of literature there

was nothing informing the public of an auditorium in West Side High.

I do not remember specific dates of public meetings or if the auditorium was mentioned at them.

274 Somewhere we mentioned a comprehensive high school, but I can't prove we mentioned an auditorium.

I remember a meeting at Valley View where a
275 sketch of the proposed building was shown. That sketch showed what facilities would be provided.

276 Mr. Ligtenberg: The Bill of Particulars says:

"As to teachers salaries stated in paragraph 3 of Mr. Pickering's letter we know of no letter written
277 by either the board or administration that state teachers salaries for the figure indicated."

The Witness: At the time of preparing the Bill of Particulars I knew of no such letter.

280 Voluntarily I submitted a letter to the Lockport Herald mentioning a figure of $1,279,000.00. That letter appears on page 4 of Board Exhibit No. 14. The figure was correct, but instead of the word "teachers" it should have said "instructional salaries".

281 The budget specifies that the salaries I listed are included under "Instructional Salaries".

282 It does not include the Superintendent, the assistant superintendent, the cafeteria, the nurses, the custodians or maintenance personnel.

284 The figure includes teachers and administrators except the superintendent and assistants, librarians, counselors, sick leave for these people, extracurricular pay, increments for additional degrees, and contingency for these people. It includes principals and deans, secretaries for the high school's secretary sick

leave. There are four secretaries per building—this
285 in addition to the 146 teachers.

I signed the letter in Board Exhibit No. 14 "Your Board of Education and Administration". I also signed my name. I did have authority from the Board to state it was on their behalf.

286 It was a series of letters written to induce the voters to vote for the tax referendum.

287 There are 16 more teachers in this district this year than last. Last year there were about 130 teachers.

Mr. Ligtenberg: So that a person who thinks by teachers you mean teachers, there would have been 130 teachers in 1963-64?

Mr. Bertani: Objection, because the letter refers to 1964-65. It was written in the year 1964. It was written September 19th of 1964.

Mr. Ligtenberg: Does this letter disclose how many teachers there were in 1963-64 or 1964-65?

289 Mr. Anderson: The objection is sustained, because the figures are based on the current school year in the article.

The Witness: Some classroom teachers are making $10,000 a year.

291 I recall attending a faculty meeting at East Side High School on August 31, 1964 to address the teachers. I discussed the then pending referendum for a tax rate increase.

292 I did not then or ever make the statement "any teacher that opposes the referendum should be prepared for the consequences."

Mr. Pickering discussed the referendum with me on August 31, 1964, after the meeting. I do not know

if Mr. Pickering worked in connection with this tax referendum.

293 I do not know if Mr. Pickering worked for, or opposed or favored, the passage of either bond issue or either tax rate increase referenda.

294 (Teacher's Exhibit No. 7 was marked for identification.)

Teacher's Exhibit No. 7 is a letter addressed to "Dear Parents" and signed "Your Board of Education and Administration". I helped prepare it. Paragraph 7 says:

"The present 65 cent educational tax rate is inadequate to meet the teachers' salaries which alone total $1,297,746.00."

Mr. Ligtenberg: Is that supposed to suggest to the voters of this district that if they don't vote for
295 the educational tax rate the teachers may go unpaid?

Mr. Bertani: Objection, as calling for a conclusion, an opinion.

Mr. Anderson: Objection sustained.

The Witness: There will be a greater cash deficit during the current year, a greater shortage of money, due to the defeat of this tax rate referendum.

296 (Teacher's Exhibit No. 7 is received in evidence and is set out in Abst. Vol. II.)

297 The athletes did not pay for the lunches themselves; to them they are free.

Mr. Ligtenberg: Board Exhibit No. 1 makes the statement in regard to this: "If the cafeteria is losing money, then the board should not be packing free lunches for athletes on days of athletic contests."

Now, is that a fact or a statement of opinion, in
298 your judgment as an educator and a scholar in the field of good English?

299 The Witness: I don't want to be facetious, but the Board isn't packing free lunches. If they were being packed they would be packed by someone else.

I labeled that statement on direct examination as untrue, even though I now agree the athletes don't pay for the lunches.

300 What is untrue is that the lunches that are given to the athletes have no bearing on the price charged the students for their meals at the cafeteria.

301 Mr. Ligtenberg: I think you got yourself on that one, all right, because it doesn't say that.

The Witness: I will concede the right of a citizen to criticize giving free lunches to athletes.

Mr. Ligtenberg: Referring to the paragraph in Mr. Pickering's letter when he said:

"You see we don't need an increase in the transportation tax unless the voters want to keep pay-
302 ing $50,000.00 or more a year to transport athletes home after practice and to away games, and etc."

Do you know what else Mr. Pickering was including in the et cetera?

Mr. Bertani: Objection. It is calling for an opinion as to what was Mr. Pickering's state of mind.

Mr. Anderson: Objection sustained.

Mr. Ligtenberg: But the "et cetera" is included in the $50,000.00.

303 Mr. Bertani: The "et cetera" applies to the transporting of athletes, not to the spending of $50,000.00.

The Witness: A state expert from Springfield said the loss in the lunch program was basically due to the cost of food. Everything else, including help, was in line.

304 We may charge a student more than 35 cents a lunch only with the permission from the state department in Springfield. We may charge anyone else what we care to charge them.

305 We are charging pupils 35 cents.

The football field at West High School was sodded in the early fall of 1963.

306 The field at Central was sodded in the summer or fall of 1964.

Speaking of the wants of the teachers, they are not getting all the equipment that they ask for for their instructional needs or desires. Sometimes they get less than they ask for.

307 The teachers are not satisfied with their salaries. There are some unmet wants here. Each time the Board met with the teachers' committees it found it could not grant all the salary asked for.

It is true that some classrooms in East and West high schools do not have doors, that the plant room has no means of direct sunlight, and that in the first 308 aid area there is no running water.

I neither encouraged nor discouraged the teachers who put out "District 205 Teachers Speak". I did not agree with all that they wrote. I did cooperate with them when they asked for facts and figures.

Mr. Ligtenberg: Referring to Board Exhibit No. 27, can you tell us some of the things that you did not agree with?

309 The Witness: On page 2 of the first article it says:

"As Diogenes said many centuries ago, 'The foundation of every state is the education of its youth'."

I object to this only because, in my opinion, I didn't think it was necessary in the article. I don't object to the content, but if I had written it I wouldn't have put it in there.

310 The objection was editorial rather than factual.

I have now had an opportunity to read all the contents of all these letters and have no further objection to them.

311 Referring to the "District 205 Teachers Speak" article of September 17:

"Will the board, if the referendum fails, cut the lunch program with all of its personnel, eliminate the transportation system and the personnel involved, or curtail the curriculum and the teaching staff?"

312 After the defeat of the tax referendum, we still have the cafeteria. We have increased the price for adult lunches and taken the dessert away and added the cost of dessert to pupils' lunches. We did not cut the lunch program; we raised the prices.

We eliminated parts of the transportation system. It may have meant a loss in personnel for the contractor—for it is a common carrier contractual service. I don't know what he did.

313 We did not curtail the curriculum, but we did curtail some of the extracurricular activities. We did not cut the teaching staff.

Mr. Ligtenberg: Will it be necessary to make any further cuts during the current year?

Mr. Bertani: Objection. Immaterial to any issue in question.

Mr. Anderson: Objection sustained.

Mr. Ligtenberg: Well, it so happens that I agree. I also agree that all this testimony today is basically irrelevant because I think that the real issue here is
314 whether he had a right to write the letter, without reference to the fact as to whether every statement in it was true or untrue.

The Witness: I do not object to the statement in "District 205 Teachers Speak" that we have been discussing.

315 *Redirect Examination by Mr. Bertani.*

316 Referring to Board Exhibit No. 3, the November 30, 1961 issue of the Lockport Herald, in the lower left-hand corner of page 1 of that edition there appears a drawing of Lockport West High School. That picture was taken from a 3 by 4 foot color drawing made by the architectural firm of Kruegel, Healy & Moore.

317 The caption under the picture refers to an auditorium.

318 (Page 1 of Board Exhibit No. 3 is received in evidence and is set out in Abst. Vol. II.)

320 We used the drawing in the 10 or 15 speeches made in relation to the second bond issue.

321 The auditorium is presently constructed like the drawing. The West Side High School site plans always included an auditorium, and these plans were made available to public inspection.

322 Free lunches to athletes does not contribute to the cafeteria loss or the fact the cafeteria is charging 35 cents for its lunches.

323 No wants of teachers are being neglected because of the statement the Board is allegedly paying $200,000 a year for varsity sports. The wants of the teachers are being neglected due to lack of funds.

325 *Recross Examination by Mr. Ligtenberg.*

The picture in Board Exhibit No. 3 was published two days before the election.

326 It shows a football field, but there is no stadium at West Side High School. The caption says a physical education field is included, but it is difficult to perceive from the picture if it is a track or tennis court.

327 An estimated 50, 100, 200 people attended the meetings I went to. I wouldn't say there was a total 1,000 attendance.

I know of no reason why an auditorium was never mentioned in the circulars. I assisted in preparing them.

328 I would say the auditorium was built substantially on the scale as shown in the picture. A driveway and a parking lot exist now but are not shown in the picture.

329 Some of the equipment was paid out of funds other than the construction fund.

The brochure for the second bond issue was prepared by the administration, board, citizens advisory committee and the consulting service.

330 The loss last year in the lunch program was 9½ cents per pupil per lunch. I do not remember the total dollar amount.

337 *Redirect Examination by Mr. Anderson.*

The total loss in the cafeteria for the year 1963-64 was $19,464.56. That is for both cafeterias, West High School and Central High School.

Mr. Anderson: I have no further questions.

(Witness excused.)

Mr. Bertani: There are no further witnesses that I wish to present at this time, Mr. Anderson, and I rest.

337 Mr. Anderson: Mr. Ligtenberg, would you proceed
338 with Mr. Pickering's case?

339 Mr. Ligtenberg: I would like at this time to call Dr. Blatnik as an adverse witness under Section 60 of the Civil Practice Act.

340 WILLIAM H. BLATNIK, called as an adverse witness by Marvin L. Pickering the Plaintiff, having been sworn, testified:

Direct Examination by Mr. Ligtenberg.

341 I was present at the October 8th Board meeting and had placed the item about Mr. Pickering on the agenda of that meeting. (Teacher's Exhibit No. 2).

The idea of disciplining him came from both myself and Board members, and was discussed at least a week prior to the October 8th meeting.

342 The attorney, John Verklan, prepared the dismissal resolution which I saw for the first time on October 8th. I had not discussed it with him personally before that.

343 Most of the Board and myself met at West Side High School on October 5th and determined that such

a resolution should be prepared. I would have to check the means used to call that group together.

344 I instructed one of my secretaries to communicate notice of the meeting.

345 This meeting on Monday night, October 5th, was not an official meeting. I think all the Board members were present, and myself, and Mr. Smith, my assistant. No record was kept of what was discussed, but I don't think the Pickering letter was the only thing.

346 I do not know who instructed the attorney as to what to put in the resolution. I did not. I saw the resolution for the first time when it was read in the executive session during the Board meeting on October 8th by John Verklan, our attorney.

347 I was then and am still in accord with all parts of that resolution.

I am not sure, but I think the notice of dismissal was prepared and served the next day.

348 I still agree that the notice stated all facts.

349 I wrote the letter, page 4 of Board Exhibit No. 13, which appeared in the September 17, 1964 issue of the Lockport Herald. That is the letter that contains the figure for teachers' salaries of $1,297,000.00 plus.

350 I do not recall any tax warrants being issued against the building fund between July 1, 1963 and June 30, 1964; but the record would speak for itself.

352 On July 1, 1964 there were $500,000.00 in educational fund tax warrants outstanding. They were still outstanding on September 24, 1964. They were paid
353 off when the tax moneys came in—about October or November, 1964.

After July 1, 1964, the Board of Education caused to be issued tax anticipation warrants against the building fund. I would have to check the exact amount.

354 These warrants have not been sold as of today.

I do believe we have borrowed money from the building fund to the education fund, but I would have to refer to the records not in this room.

355 The district has no business manager. Mrs. Fay Ayres, a clerk, keeps the records. Mr. Smith, my assistant, and I deal with the finances. Mr. Ward, the secretary to the Board, does not handle finances.

357 Mr. Bertani: Objection, on the ground it is irrelevant.

Mr. Anderson: What is the relevance of your question to Board Exhibit No. 1?

Mr. Ligtenberg: It is relevant to the item in the letter that says "To sod football fields on borrowed money."

Since borrowed money is undoubtedly mingled with the general funds of the district, it raises some question . . . as to whether any particular item, any check or any warrant that was drawn by the Board of Education or its treasurer, might be paid out of borrowed money.

359 Mr. Anderson: Objection sustained.

Mr. Ligtenberg: Counsel is objecting on the basis that Mr. Pickering is supposed to know more about the finances of the district than the Superintendent of Schools is supposed to know.

360 Mr. Bertani: My ruling was sought on borrowing money from the construction fund to the education fund, on that question alone.

361 Mr. Ligtenberg: Do you recall if a resolution was adopted on November 22, 1964 authorizing preparation of tax warrants for $1,115,000.00?

Mr. Bertani: I object on the basis that the issues before this Board of Education are the issues as they existed on October 8, 1964, when the resolution of dismissal was passed.

362 Mr. Ligtenberg: I think the Board Exhibit No. 1 calls into question the general finances of the Board of Education; and, taking it hypothetically now, if the Board had to borrow, foresaw that it was going to have to borrow, large sums of money during the current fiscal year in order to meet expenses, running as high as something over a *million* dollars, this would have a relevance to show the general financial condition of the Board of Education.

363 Mr. Bertani: The action of dismissal, as far as my position is concerned, and my objection to the question, is that it must stand or fall on the conditions as they existed by no later than October 8th, 1964.

364 Mr. Anderson: The objection is sustained.

Mr. Ligtenberg: Then I will have to make an offer of proof.

I offer to prove by this witness, that the Board of Education of School District No. 205, Will County,
365 Illinois, was, during the fiscal year 1964-65 and prior thereto, operating to some extent and perhaps to a progressively greater extent on borrowed money.

366 Mr. Verklan: You can make an offer of proof, but you are not allowed to make the proof.

Mr. Ligtenberg: May the witness refer to the minutes of the meeting of the second Thursday of November, 1964?

367 Mr. Bertani: I object, on the ground that what occurred after October 8th, 1964 is not pertinent to the issues.

Mr. Anderson: The objection is sustained.

Mr. Ligtenberg: May counsel examine those minutes at this time?

368 Mr. Bertain: I don't know if the minutes are here.

Mr. Anderson: The Board secretary is not here today. I don't know if his minutes are.

Cross Examination by Mr. Bertain.

There was no decision or vote taken on any matter
369 dealing with Mr. Pickering taken on October 5th, 1964. We had a planning session, not a meeting. We have held such a planning on other occasions.

370 Teachers' salaries have always been paid.

371 *Re-Direct Examination by Mr. Ligtenberg.*

The dismissal resolution was discussed in executive
372 session of the October 8th meeting for about a half an hour. There was no further discussion when the Board emerged from the executive session. An immediate roll call vote adopted the resolution.

373 I do not know if any revisions were made in the resolution as presented by the attorney during the executive session.

Re-cross Examination by Mr. Bertani.

The resolution was read aloud in open meeting before the vote.

374 The October 5th meeting was not called primarily to discuss the Pickering matter.

374 *Re-direct Examination by Mr. Ligtenberg.*

The agenda with the Pickering item was in the hands of the Board members on October 5th.

375 We have held such planning sessions prior to an official meeting about four or five times in the last year.

(Witness excused.)

376 WILLIAM T. JACKSON, called as a witness by Marvin L. Pickering, the Plaintiff having been duly sworn, testified:

Direct Examination.

My name is William T. Jackson and my address is 1012 Milne Drive, Lockport.

This is my seventh year as track coach and teacher
377 of earth science in District 205, Will County, Illinois.

I read the letter, Board Exhibit No. 1, in the Lockport Herald. I had not seen it before that time.

378 I came to testify on response to a subpoena, and not otherwise.

I do not recall a conversation with Mr. Pickering and other teachers in the cafeteria at East High School about the track at West High School. Such a conversation did take place in the faculty lounge.

379 I do not recall whether Mr. Pickering was there.

380 I probably said I had heard that the track was off in some respect. I had heard it, yes. I had heard that the track was laid out with the curb used as the

measurement for the 440 yards. It should have been measured one foot outside the curb.

381 Mr. Ligtenberg: I ask that a booklet entitled "Athletic Field and Court Diagrams" containing the Illinois High School Athletic Association rules and specifications be marked as Teacher's Txhibit No. 8.

(Teacher's Exhibit No. 8 was marked for identification.)

384 Mr. Jackson: The diagram in Teacher's Exhibit No. 8 shows the approved layout of a track with markings on it, suggested markings for each race.

385 The diagram shows a curb with a dotted line just outside the curb which infers where the measurement is made.

I had heard the Lockport West track was measured wrong in this respect.

386 *Cross Examination by Mr. Bertani.*

There is no regulation for the holding of a track event in Illinois sponsored by any of the sponsoring organizations that requires a quarter-mile track one foot from the curb be exactly 440 yards around, from beginning to end.

388 It is not necessary that the start and ending of the race be on the same line across the track.

390 The booklet is published by Wilson Sporting Goods Company.

On page 8 of the booklet, near the top, it says "Ap-
391 proved by the National Federation of State High School Athletic Associations."

According to my knowledge of tracks, it is a correct diagram of a standard track.

(Teacher's Exhibit No. 8 admitted into evidence and is set out in Abst. Vol. II.)

394 Mr. Jackson: Lockport Central track measures about 407 yards. A track is not regulation if by regulation is meant 440 yards ont trip around as shown in the diagram.

394 Lockport Central was built before I came here seven years ago. I have been track coach at Lockport Central for six years.

395 Sanctioned track meets of the South Suburban Conference have been held here.

School, not conference, records have been established, approved and sanctioned on this track.

396 The conversation I heard in the teachers' lounge was directed to the Lockport West track, not the Lockport Central track. I don't know who gave me this information. It was not made by another track coach.

397 I have no personal knowledge of the regularity or irregularity of the Lockport West track. I have never attended track meets at Lockport West. Our athletes were rained out there.

398 I do know there have been conference track meets other than South Suburban Conference ones at West Side High. I don't know if records of these meets were kept.

399 The fact a track measures more than 440 yards does not make it non-regulation. The course is measured before the race and a hashmark is drawn across the track to show the beginning and the ending of that race.

400 On a 440 yard track, the race starts and stops at the same place. Whether it was regulation distance depends on the distance between the starting and end point—if the track was properly measured first.

401 *Re-direct Examination by Mr. Ligtenberg.*

In a mile race on a 440 yard track, the starting and
402 finishing point would be the same. I can only assume that the track at Lockport West is regulation.

(Witness excused.)

404 LEE E. ATWATER, called as a witness by Marvin L. Pickering the plaintiff, having been sworn testified:

Direct Examination.

My name is Lee E. Atwater and I live at 523 Miller Street in Beecher, Illinois.

I began to teach world history and social science at Lockport East in this district at the beginning of
405 this term. Prior to this I was Superintendent of the school district in Beecher, Illinois for four years. I taught elsewhere in Illinois prior to that.

I was present at a faculty meeting held in this school district on August 31, 1964. At that meeting,
406 Dr. Blatnik spoke about various matters. I did not hear him say:

"Any teacher that opposes the referendum should be prepared for the consequences."

407 I don't recall exact words. However, it was clearly brought out that should this bond issue fail all would be affected by it. I don't think he said any they had to vote.

I talked to Dr. Blatnik after the meeting. Mr. Pickering came up at the time.

408 I don't recall that any part of the conversation with Mr. Pickering concerned any statements made by Dr. Blatnik.

No Cross Examination.

(Witness excused.)

409 LEO PRYOR, called as a witness by Marvin L. Pickering the plaintiff, having been sworn, testified:

Direct Examination.

My name is Leo Pryor and my address is 530 East 13th, Lockport.

I teach chemistry at Lockport Central High School, District 205, Will County, Illinois.

410 I attend classes in the laboratory and the lecture demonstration area. That room has gas jets available for students in performing their work and experiments.

We have gas leaks from time to time.

411 There was a major overhaul of the gas lines last summer. There had been a leak in the pipes underneath the floor. That leak could have possibly existed for some years.

412 It was definitely more than a year ago that I called the attention of the administration to the leak. When you ask about two years, I don't remember.

413 If the room is confined, gas can be detected by the nostrils of a person, depending on its concentration at the particular time. The danger point of such a condition exists before it can be readily noticed by the nose.

414 Prior to the repair last summer, I operated by turning off the main gas shutoff valve at night and turning it on in the morning. This practice should be followed regardless of the condition of the lines. I have always done it and still do it.

415 I am head of the science department at Central. I have personally checked the gas since coming here in 1951.

Cross Examination by Mr. Bertani.

417 For a year prior to the summer of 1964 we knew there was a gas leak. Highland Plumbing Company tested the lines in May or June, 1964, not immediately upon my calling attention to the leak.

In 1963 I called this to the attention of the administration and I believe I had talked with a member of the Board committee prior to that time and had personally conducted this member there to let him see what I was talking about.

418 During this period of time, Ernest Swanson, Jr., a Board member, and I went through the labs and drew up a comprehensive plan for the repair and renovation of the labs.

419 *Re-direct Examination by Mr. Ligtenberg.*

Approximately 10 and 14 months before the repair was made the leak existed to my knowledge, and I had reported it to the administration.

420 *Re-cross Examination by Mr. Bertani.*

During that period we maintained standard classroom procedure and used gas every day.

The ceiling below the lab was torn up during the repairing, not the floor of the lab.

421 It would have interfered with classes below if it had been done in the summer.

Re-direct Examination by Mr. Ligtenberg.

422 We couldn't find the leak, so this summer the total facilities gaswise were bypassed and totally new lines were put in.

The general things that were known would constitute a safety hazard to the people in the building.

Re-Recross Examination by Mr. Bertani.

423 There were attempts during this period to locate the leak.

428 PHILLIP POLLEY, called as a witness by Marvin L. Pickering, the Plaintiff, having been sworn, testified:

Direct Examination.

My name is Phillip Polley, and my address is 19
429 Oak Road, Lockport. I teach English at Lockport East High School.

429 I was present at a faculty meeting at Lockport East High School on August 31, 1964 when Dr Blatnik spoke.

In reference to Board Exihbit No. 1, I recall Dr. Blatnik saying:

"You should be prepared to face the consequences."

430 It seemed to me that he included all the people to whom he was speaking, not just the teachers who opposed the referendum.

I was struck by his statement "You should be willing to face the consequences" and I jotted it down. I am not sure that I can interpret that statement,

431 but I did hear the statement. He said "you", not "teachers". But there were only teachers there, as I recall.

Cross Examination by Mr. Bertani.

432 I do not recall Dr. Blatnik making the exact statement:

"Any teacher that opposes the referendum should be prepared for the consequences."

Dr. Blatnik did talk generally about the tax referendum and the financial condition of the school district.

433 I am aware that teachers' salaries are at least partially paid out of education funds and that the referendum called for an increase in the tax education rate.

Mr. Bertani: Do you remember any language in Dr. Blatnik's speech or talk which could be reasonably construed as constituting a threat to teachers who opposed the bond issue?

The Witness: There was one point where I thought a statement he made was ambiguous, when he said, "Be prepared to accept the consequences." He did
434 not specify what consequences he had in mind.

435 I do not recall if Dr. Blatnik said we should or should not be for or against the bond issue.

(Witness excused.)

436 MARVIN LORAIN PICKERING, the Plaintiff herein appearing as a witness on his own behalf, having been sworn, testified:

Direct Examination.

I am Marvin Lorain Pickering, Rural Route 2, Gouger Road, Lockport, Illinois. I have been employed as a Science teacher at Lockport High School, District 205, since 1959.

437 I am the Marvin Pickering who wrote the letter that appeared in the Lockport Herald issue of September 24, 1964.

I had been interested in the affairs of Lockport High School before writing the letter. I worked on the building program and attended almost all board meetings in the last year or two.

438 I worked on the first bond issue for $4,875,000.00 by passing out to people the circulars that have now become exhibits. I followed the instruction of the citizens advisory committee by going from door to door with this type of thing. I also spoke on behalf of the bond issue. I also distributed circulars for the second bond issue for $5,500,000.00. I spoke to around 50 people about its passage.

439 I was personally in favor of the bond issue. I took no active part in the tax referendum elections.

Prior to September 24, 1964, I read back issues of the Lockport Herald to determine what promises had been made in regard to the building program.

440 I got issues between February and November of 1961 at the Lockport Herald office to take home and study. I also had the circulars and the pamphlet given to us by the citizens committee.

441 I attended discussions in the community and the training session for people handing out the circulars.

I have managed to attend most Board meetings for the entire meeting time over the last two years.

442 As a result of these sources of information, I came to the conclusion there had been some deviation from the original promises of the Board of Education with regard to these high school buildings.

We were told to tell the people on the first bond issue that there wasn't going to be an auditorium.

443 We were so instructed at the orientation meeting and in the circular we were given.

The athletic fields were only going to be used as practice fields, on the first bond issue. Many of the voters were afraid they were going to build an expensive stadium.

444 On the first bond issue, I was also given to understand there would be no swimming pools, and there are none in the new buildings. There are auditoriums in the new buildings.

445 Teacher's Exhibit No. 5 is a circular I distributed for the second bond issue.

Teacher's Exhibit No. 6 was just given to me as a worker from the Superintendent.

446 In examining the back issues of the Lockport Herald and these exhibits, I could not find anywhere that there was definitely going to be an auditorium or a stadium type athletic field for varsity sports. I considered these deviations from the plans of the second bond issue, for West Side High School has an auditorium and an athletic field for spectator sports.

447 Many voters were concerned about those items. The circulars I handed out indicated there would not be an auditorium; or, at least, the first time it said

definitely there wouldn't be one, and then the second time, the second piece of literature still did not say there would be. It didn't say that there might be.

I felt that at least if we are going to tell the people one time there is not going to be, the next time, if we plan on having one, we should have told the people, "Well, we plan on having one this time."

I distributed leaflets and talked to voters prior to November 30, 1961, when the picture showing the auditorium appeared in the Lockport Herald.

448 There were public meetings held to explain the situation in connection with both bond issues. At the meetings I attended they said there was going to be
449 an athletic physical education field, but they didn't say it was going to be used for varsity sports.

449 In the first bond issue they said it was only going to be used as a practice field, so I think everyone had the feeling that this was going to be the same way.

I considered the fact they went ahead and put this in here without specifically stating that they were going to do so a deviation from the original promises in the second bond issue.

My basis for saying

"In fact, Lockport West has a better athletic field than Lockport Central." (Board Exhibit No. 1.)

is the fact there is more area and more practice fields,
450 and there are no trees to contend with when catching fly balls. My opinion, at the time of writing the letter, was that Lockport West was the better field.

I said:

"It has a track that isn't quite regulation distance even though the board spent a few thousand dollars on it." (Board Exhibit No. 1.)

"It" refers to Lockport West.

451 The track coach, Mr. Jackson, said it was off in a conversation in September, this year, at East High. Other teachers and I participated in this conversation. I think someone made a statement about some-
452 thing being off, and Mr. Jackson said, "Speaking of things that are off," and then he told us about the track at Lockport West. He said that they had put the curb on the quarter-mile instead of putting it back one foot from the quarter-mile line. I don't think he said it was the wrong way to construct a track. He said he had heard this, but he did not say where. I knew he was the track coach, I took his
453 statement seriously.

I do think high schools should have tracks, athletic
454 fields, varsity tracks and varsity athletic fields. But I believe the facilities erected were other than I had been led to believe would be erected. At no time did I know about a track being erected at Lockport West until it was built. There was nothing about a track in the literature or papers.

I did not have the November 30, 1961 Lockport Herald but in no picture I saw was there a track.

455 Looking at the picture printed in the Lockport Herald, November 30, 1961, I have seen that picture before—probably in different form at the meetings.
456 I see nothing in the picture to indicate there will be a track.

Referring to Board Exhibit No. 1, I said,

"Since there seems to be a problem getting all the facts to the voter on the twice defeated bond issue."

457 I was in error when I spoke of the twice defeated bond issue; I should have said twice defeated tax levy. People commonly, I guess, use tax levy, referendum, bond issue, as if they are synonyms, and actually they are not synonyms.

Referring to Board Exhibit No. 1, I said

"I feel I must say something about the letters and their writers,"

I then referred to a letter by the Board and administration printed in the Lockport Herald stating "teachers' salaries total $1,297,746.00 for one year."

458 The basis for my statement (in Board Exhibit No. 1)

"Now that must have been the total payroll, otherwise the teachers would be getting $10,000.00 a year."

was: I rounded 133 teachers, as stated by Mrs. Lund, to 130 and rounded off the figure to $1,300,000.00. Dividing it out it comes out ten thousand.

I heard Dr. Blatnik say here yesterday that this figure included other than classroom teachers, but the letter does not say that.

I was present at a faculty meeting held at East High on August 31, 1964. I teach at East High. It
459 was a kind of an orientation session. The faculty and administrators of East High were present.

Dr. Blatnik addressed the group and said,

"Any teacher that opposes the referendum should be prepared for the consequences".

I spoke to him about this afterward in the library
460 when he was giving us our teachers handbooks. Mr. Atwater, who testified earlier, also spoke with me and Dr. Blatnik there at that time.

I asked Dr. Blatnik something to the effect of what the consequences were going to be. He said "If you play with fire you may get burned," or "Somebody
461 may get hurt," or something like that. He made it pretty plain that if you had feelings about this you
462 could vote no but you better not oppose it.

Mr. Atwater was in that area getting handbooks; he said he hoped we could get this thing passed.

463 I walked away then. I did not oppose it.

I subsequently talked with Mr. Atwater about this conversation on different occasions, in the cafeteria.
464 I last talked with Mr. Atwater Monday or Tuesday of this week.

Mr. Ligtenberg: Was the statement in the letter mentioned in this conversation?

Mr. Bertani: Objection. Hearsay and impeachment of your own witness.

Mr. Ligtenberg: On the basis of recent Appellate Court rulings holding that when a witness obviously testifies in a different manner than counsel expected him to it may be considered proper to show by other testimony what we expected the witness to say. This is not hearsay.

465 Mr. Anderson: Objection sustained.

Mr. Pickering: I subpoenaed Mr. Atwater because I thought he would testify to the conversation of August 31st.

I read some of the "District 205 Teachers Speak" articles when they came out in the Lockport paper.

446 I am one of the three out of the 133 teachers who did not agree with the committee writing those letters.
467 I did not have anything to do with those articles.

Mr. Ligtenberg: You knew as a matter of fact, however, that these were written by a committee of five or six?

Mr. Pickering: Not originally. When the letters first appeared, the teacher began to say, "Who is writing those letters?" Several appeared during the summer when school was closed.

468 I finally found out who had been on the committee that was writing them. Some teachers did not know who was writing them.

Referring to Board Exhibit No. 1, I said:

"Did you know that those letters had to have the approval of the Superintendent before they could be put in the paper?"

I understood that the publicity committee was to clear this with him for his approval before they were to put them in the paper, that this was the instruc-
469 tion of the executive board to the publicity committee.

The "Handbook For Teachers of Lockport Township High Schools, Compiled August, 1964," that we got on the first day of school had a statement to the effect such publications in regard to the school were to be submitted to a publicity coordinator or building principal. Then they would be forwarded to the Superintendent.

470 I quote from the handbook, page 13:

"In order to prevent any possible embarrassment or misunderstanding, check the material with the

building principal before releasing it. Any information which an individual feels should be published in the local papers should be submitted in
471 triplicate to the publicity coordinator."

I understood it would be forwarded to the Superintendent.

I did not follow that procedure in regard to Board Exhibit No. 1. I was fired subsequent to writing the letter.

In Board Exhibit No. 1, I said:

"In last week's paper, the letter, written by a few uninformed teachers, threatened to close the school cafeteria and fire its personnel."

472 That was based on the article printed on September 17th which said:

473 "Will the board, if the referendum fails, cut the lunch program with all of its personnel?"

I heard here today that the school cafeteria in this district lost money. It is my opinion that a cafeteria should operate on a non-profit basis. It neither loses money nor makes money.

474 The statement in Board Exhibit No. 1,

"If the cafeteria is losing money, then the board should not be packing free lunches for athletes on days of athletic contests."

is my opinion.

I knew the board was giving free lunches because I passed them out when I took the baseball team on an away game about two or three years ago. The
475 players did not pay me for the lunches.

I also said:

"Whatever the case, the taxpayer's child should only have to pay about thirty cents for his lunch instead of thirty-five cents to pay for free lunches for the athletes."

The lunches I handed out consisted of two ham sandwiches, fruit and milk. There were about 30 players on that one team; and there were other teams; and that was just one day. It would have been quite an expense just to feed those fellows for one day, and this goes on every time there is an away game, where
476 it is necessary.

Mr. Bertani: Objection. Conjecture.

Chairman Anderson: Objection sustained.

477 The Witness: In Board Exhibit No. 1, I said:

"In a reply to this letter your Board and administration will probably state that these lunches are payed for from receipts from the games."

Yesterday the testimony here was that the lunches were paid out of the athletic funds.

I then continued with the statement:

"But $20,000.00 in receipts doesn't pay for the $200,000.00 a year they have been spending on var-
478 sity sports while neglecting the wants of teachers."

The $20,000.00 is the approximate amount of receipts from football games.

There are many neglected wants of teachers in this district. I felt very strongly about the gas line leak in the science area of the building. Notification to proper authorities had been made, and it was quite some time before it was finally taken care of.

More than a year ago Mr. Pryor told me there was a lot of gas in the room. Later on the same day or week he told me he had reported it. It seems to me that was several years ago, and it was repaired just last summer.

This year, by requisition, I asked for a Webster's dictionary for my room. I didn't get it. I felt this elementary need was neglected.

Mr. Ligtenberg: Do you have any computation that indicates the expenditure in any one year of any sum approaching $200,000.00?

Mr. Pickering: Since this has been challenged I have made an attempt to establish this figure for a year, yes. I have a list here giving sources, since it is apparent that I needed to establish this figure. Some of the sources are Board minutes, the construction account book, issues of the Lockport Herald. The expenditure items for varsity sports or athletics are as follows:

Source, financial statement. Date 7/62 through 6/63. Account No. 5105. Purpose, or to whom, athletics. Amount, $17,238.85.

Then, Board minutes, 9/25/62, page 2446. Item, bleachers, West High gym. Amount, $15,558.00.

Board minutes, 10/13/62, page 2451. Account No. 507.901. Lime white, $22.00.

Board minutes, 10/13/62. Grid write, $53.00.

Construction account book, dated 4/15/63.

Account No. 601, athletics. Traffic cone, $68.00. 5/10/63, account No. 601.303.

Football supplies, West High, $190.00.

Construction account book, 6/3/63. Account No. 601.104. Football field mowed and swept $137.00.

Construction account book, 6/3/63. Account No. 601.303. Athletic equipment, West High, $10.00.

Construction account book, 6/3/63. Account No. 601.303. Athletic equipment, West High, $38.52.

485 Board minutes, 7/25/62, page 2419. E. H. Meyerhoffer, revised bid on Alternate 3, including tennis court, football field, $111,558.00.

486 On that same item I made an allowance there, since the architect was paid. Five percent of that particular item for the architect would be $5,577.90.

The salary list in the Board office totaled $11,150.00 in extracurricular salaries for that year, which includes the salaries for coaches, athletic directors, ticket sellers, ticket takers, the activity manager which manages the selling and distribution of tickets, the G.A.A. cheer leader, which is involved with varsity sports, and so on.

Then I found a difficulty because not all of the information in regard to disbursements were in the Board office. Expenditures from the athletic injury fund records I found in another room in the building.

487 I was not permitted to look at these records. I was told by the woman who has charge of them that the athletic injury fund paid out $89.00 in the school year 1962-63.

Also from records not in the Board office, the disbursement for insurance paid for athletes for 1962-63 totaled $3,000.00.

Now take the Board minutes:

Transportation, athletics:

Board minutes 6/63, $1,422.50.
Board minutes 5/63, $681.50.
Board minutes 4/63, $677.50.
488 Board minutes 3/63, $768.50.
Board minutes 2/63, $601.48.
Board minutes 12/62, $425.00.
Board minutes 11/62, $775.00.
Board minutes 10/62, $600.00.

489 Board minutes, 6/63. Account No. 507.901.
Purpose, grid white. Amount, $100.00.

Board minutes, 9/13/62. Account No. 507.901.
Repair of light poles, $1,096.00.

Lockport Herald, 8/16/62 (I was not able to find this item immediately in the Board minutes)
Gym scoreboard, $639.00.

Lockport Herald, 8/16/62.
Outdoor scoreboard, $2,070.50.

Continuing at this point, I was unable to establish various things directly from the records.

However, the football games require lights which cost $20.00 per hour to operate. I was told this by Esther Geddes in the office.

490 $20.00 per hour times 10 nights of practice at 2 hours a night is $400.00 for practice.

5 night games times 4 hours per game times $20.00 is $400.00.

Two policemen at each of the games at $10.00 a piece is $100.00. Their cost for 8 basketball games is $160.00.

Janitors for the games approximated $260.00.

At this point, I still have many things to complete on this list, such as the cost of the equipment storage
491 building, the cost of the extra parking area for athletics, the cost of electricity, water, heat and maintenance for games and practice at wrestling, swimming, basketball, track meets, baseball, tennis; phone calls for the athletic director, athletic equipment purchased from the educational or construction fund; amounts paid out of the gate receipts, portion of the athletic
491 director's salary, for he was not teaching a full load. There is more to be established on cost of the maintenance of the athletic fields.

This is my sincere and honest effort to establish a $200,000.00 figure. With more time we can dig these
492 things out.

The figures given thus far total over $170,000.

Mr. Bertani: $111,000.00 of which is some contract item.

The Witness: An item that was spent on athletics, equipment, and grounds.

Referring to Board Exhibit No. 1, I said:

"You see we don't need an increase in the transportation tax unless the voters want to keep paying $50,000.00 or more a year to transport athletes home after practice and to away games, and etc."

493 The basis for that statement was the source of tax money for transportation.

In 1962-1963 the tax money alone was $39,000.00. State aid made it near $50,000.00. In 1964 there would be no problem coming up with $50,000.00 in money for the transportation. If the voters want to spend more than $50,000.00 a year, then they would have to pass this tax levy.

494 As testified yesterday, the total sum paid for transportation has been over $50,000.00 each year of the last five.

I then said in Board Exhibit No. 1:

"The rest of the $200,000.00 is made up in coaches salaries, athletic directors salaries, baseball pitch-
495 ing machines, sodded football fields, and thousands of dollars for other sports equipment."

I included these items in my previous lengthy detailed statement about athletic cost figures.

496 At least 20 teachers are involved in part time coaching, apart from their regular teaching—although there may be some duplication. I felt coaching could be allocated to the athletic expense.

497 There are baseball pitching machines in this district.

West High's football field was probably sodded be-
498 fore the school year of 1963.

I feel my examination of the records revealed thousands of dollars are being spent on other sports equipment.

I then said,

"To sod football fields on borrowed money and then not be able to pay teachers salaries is getting the cart before the horse."

West High football field was sodded from the bond issue and therefore on borrowed money. The Central High field was sodded at a time at which the
499 board had issued $500,000 in tax warrants; so at the time it was sodded they had borrowed money.

I was present at a board meeting last year when Mr. Anderson made the statement that by about Janu-

ary of 1965 they might not be able to pay the teachers. At the May board meeting I asked him how it looked in regard to the teachers being paid for the 1964-65 school year. He said he didn't think it would be January, it might be a little later, like March, that we might not get paid.

500 I am sure they would pay us in some way—perhaps script or teachers' orders. He may have had in mind the sale of tax anticipation warrants. At the very lease, I inferred from that that they would have to borrow money in order to pay teachers' salaries. In my opinion, when this prospect faced the district in May, sodding football fields in the summer was getting the cart before the horse.

501 I teach at East High in one of the classrooms with no doors. When the science department saw the plans, the members of the department voted unanimously to inform the Board or the administration that we objected to no doors in the science area. Mr. Pryor was head of that department.

502 There is a plant room without sunlight. In my opinion, it would be a better plant room with sunlight, for certain plants depend on photoperiodicity in order to thrive and come to full maturity.

503 As was testified to by others, there is a first aid treatment room without water.

In Board Exhibit No. 1, I said:

"A part of the side walk in front of the buillding has already collapsed."

504 Two sections at the entranceway, each one about a 10 by 10 area, at East High collapsed. It was repaired in a couple of weeks.

I also said in Board Exhibit No. 1:

"Once again the board must have forgotten they were going to spend $3,200,000 on the West building and $2,300,000 on the East building."

505 I got those figures from the citizens advisory meetings and the Lockport Herald.

I said in Board Exhibit No. 1:

"As I see it the bond issue is a fight between the Board of Education that is trying to push tax-supported athletics down our throats with education,
506 and a public that has mixed emotions about both of these items because they feel they are already paying enough taxes, and simply doesn't know who to trust with any more tax money."

The "bond issue" here should have been "tax levy".
507 The second bond issue passed by 150 votes out of roughly 4,000 votes. It was a close bond issue. The first tax levy failed by about four to one, and the second failed by about two to one.

508 I felt the public's lack of confidence in what the Board was doing was based on people saying they thought they were spending too much on athletics.

I said in Board Exhibit No. 1:

"I must sign this letter as a citizen, taxpayer and voter, not as a teacher, since that freedom has been taken from the teachers by the administration."

509 Mr. Ligtenberg: Now, did you find that even though you sheltered yourself or attempted to as a citizen, taxpayer and voter you nevertheless were given notice of dismissal for writing this letter?

Mr. Bertani: Objection. It was not because he wrote a letter that he was dismissed. It was the content of the letter.

Mr. Anderson: Objection sustained.

510 Mr. Pickering: I said, finally, in Board Exhibit No. 1:

"Do you really know what goes on behind those stone walls at the high school?"

At the time I wrote the letter, I knew that planning and executive sessions were being held by the Board.

512 *Cross Examination by Mr. Bertani.*

513 The correct vote on the first bond issue was a yes vote of 2,545 and a no vote of 2,690.

514 The figures on the second bond issue in the Lockport Herald of December 7, 1961 are 3,811 for, and 2,374 against, or a margin of victory of 1,437.

I worked on the first bond issue of $4,800,000.00 which provided for a two-year school on the west and
515 a two-year school on the east.

I knew that program was defeated. I knew in that program there wasn't to be an athletic field for variety sports, an auditorium, or swimming pools.

I worked on the second bond issue, the successful one, of $5,500,000.00.

516 This piece of literature seems to be similar to the picture that was in the newspaper. I did not hand that literature out. It is my interpretation that there appears to be something that could be used as a practice football field on it.

517 I did not know there was going to be an auditorium in the West Side High school in the successful bond issue.

518 In the letter I said:

"I am not saying the school shouldn't have these facilities, because I think they should, but promises are promises or are they?"

519 Mr. Bertani: Where in the program is there a promise by the Board of Education of this school district that there will not be an auditorium in the West Side High School?

The Witness: Where is there a promise that there will be?

520 I don't think Teacher's Exhibit No. 5 or Teacher's Exhibit No. 6 state there will not be an auditorium.

I have been a teacher for some time prior to 1961.

521 There are differences between a two and a four year high school.

The preliminary plans that were available to us at the time of this program were simply circulars and the pictures, rough drawings, of what it would look like, not what would be in it.

522 I did not have access to the preliminary or working plans. Therefore, I could not have taken the time to look at them before writing the letter.

523 I asked Dr. Blatnik to see the plans in regard to exactly what was going to be in the building, but they weren't available yet. I still had not seen the blueprints of the building when I wrote the letter.

As to the statement "It", the track, "must have fell out of the sky," it could have come from the plans if 524 they contained it. I heard the architect testify.

I think there has been a deviation in regard to the swimming pool, although none was promised nor is 525 there one. The deviation is that the Board requested

an alternate bid on a swimming pool. I didn't say that in my letter. I considered it a deviation because the Board specifically stated there would not be a swimming pool. Further, the minutes show that they paid the architect for his services in preparing preliminary plans for a swimming pool.

527 Teacher's Exhibit No. 5, the inside page, says:

"In the interests of economy, certain items that are desirable but not absolutely essential, such as a swimming pool, will not be included in the basic
528 plan—but there will be a provision for such features to be added at a later date."

I distributed this circular which says that the provision would be added at a later date.

529 I did not find anywhere in the newspapers I read dealing with the second bond issue that they said there would not be an auditorium.

530 Mr. Bertani: What is the basis for your innuendo about the Board in this letter that they broke promises in this regard?

The Witness: On the first bond issue they specifically stated there would not be, and in the second bond issue they did not state there would be, in the material that I had, and the newspapers I read.

531 It is my opinion, if you promise something, then you change your mind and do something else without informing all concerned that you have changed your mind about this; by changing their mind I mean the first time they said there would not be one, and the second time, even though they didn't say there was going to be one, it seems to me they should have stated there would be one.

532 The source of my information about the track being not quite regulation was a statement of the track coach at Central High School that he had heard it from someone else. I do not recall checking it out. There was little time between hearing it and writing the letter.

534 In regard to my statement about the letter signed Board of Administration, which stated teachers' salaries alone were $1,297,746.00, I used 130 teachers in my division.

Mr. Bertani: What I am saying is that for the
535 year 1964-1965 there are 147 teachers on the faculty, and the $1,297,746.00 figure comes from the 1964-65 budget.

The Witness: You can budget for salaries but you can't say what the salaries are until they are paid.

536 In regard to Board Exhibit No. 1, I said:

"However, this shows their 'Stop at Nothing' attitude."

In regard to that, if they, as they have admitted they have, used a figure that was incorrect for the purpose of persuading the voters to pass a tax levy, it seems to me that it speaks for itself. It is not an accusa-
537 tion.

I remember Dr. Blatnik saying:

"Any teacher that opposes the referendum should be prepared for the consequences."

538 I don't recall the exact statement he made before that. I wrote down his exact words in the sentence after that.

He said:

539 "Now, this doesn't mean you can't vote no."

I do not have them with me here now, but I did have them when I wrote the letter. I do not recall the exact words in his next statement.

540 I am saying I know exactly two statements he said. Therefore, I will not admit to saying that I didn't know what he was talking about.

I also remember another direct statement Dr. Blatnik said on that day:

"You may go over there and pick up your teacher's manual."

541 I am sure of that.

I considered the statement:

"Any teacher that opposes the referendum should be prepared for the consequences"

if not a threat, at least intimidation.

The statement in my letter:

"Threats, take something away, these are insults to voters in a free society."

refers to the threats made in regard to District 205
542 letters of closing the cafeteria, and eliminating personnel.

545 I think the problem here is what I was referring to when I said "Threats" was different than the fact that it happens to appear in a certain part of the paper. You are trying to connect the two simply because they are there, and you are also trying to interpret for me what I meant by "Threats".

546 District 205 teachers threatened to close the cafeteria. Their letter implied the Board was going to.

547 Mr. Bertani: Didn't the letter say that one of the things the Board might have to do if the bond referendum didn't pass—I am making your same mistake, Mr. Pickering;

548 The Witness: In Board Exhibit No. 1, I said:

"In last week's paper, the letter, written by a few uninformed teachers, threatened to close the school cafeteria and fire its personnel."

The source was the statement in Board Exhibit No. 13:

"Will the Board, if the referendum fails, cut the lunch program with all of its personnel?"

The letter, threatened, not the teachers, reading from Board Exhibit No. 1.

549 I was not a member of the Lockport Teachers Organization when it represented 130 out of 133 teachers.

550 I said in Board Exhibit No. 1:

"In fact, many teachers didn't even know who was writing them."

I testified on direct that I talked to a teacher downtown who asked me who was writing the letters.

551 There were others I contacted during the summer. One was Mr. Earl Snyder. I cannot recall the names of the others.

The basis for my statement in Board Exhibit No. 1:

"Did you know that those letters had to have the approval of the Superintendent before they could be put in the paper?"

was at the bottom of page 12 and the top of page 13 of the teachers manual and the fact Dr. Charles

552 Bieseman, president of the organization, told me the
553 letters were to be submitted to the Superintendent for his approval. I am not sure he said they had to be submitted.

555 I said in Board Exhibit No. 1:

"That's the kind of Totalitarianism teachers live in at the high school, and your children go to school in."

557 I would like to stress I did not state that the whole system was totalitarianism, but this was only a kind of it. In regard to kind, this referred to the threats that had been made in regard to cutting the program, to the Superintendent in regard to consequences if the tax levy failed. I can see how you, and possibly any other reader, could also see it might refer to the fact, according to my letter, that teachers couldn't freely put letters in a newspaper.

558 The teachers writing the articles were uninformed in the sense only that they had suggested closing a cafeteria which should operate without loss or profit. Why close something that is not a cost? I have now heard the cafeteria loses money. At the time I wrote
561 the letter, I wasn't sure the cafeteria was losing money; other teachers had said it was.

562 The information used in the letter did not come to me because I was a school teacher. Any interested citizen could dig out the same facts by attending Board meetings, reading the paper, and talking to other teachers.

563 In regard to the 30 lunches packed for baseball players a few years ago, I don't know if the athletic department paid for them. If the cafeteria is losing money and they are supplying lunches to the athletes

then a portion of the cost of those lunches must be also added to the loss and therefore added to the bill for athletics.

564 At the time I wrote the letter, I wasn't sure the cafeteria was losing money; I had heard it was. I said, in Board Exhibit No. 1:

"Whatever the case, the taxpayer's child should only have to pay about thirty cents for his lunch instead of thirty-five cents to pay for free lunches for the athletes."

565 Mr. Bertani: Did you intend to say when you wrote Board Exhibit No. 1, that the reason students in this school district are paying 35 cents instead of 30 cents for their lunches is because this Board is giving lunches to athletes?

The Witness: Whether the students pay for the lunch or their father as a taxpayer pays for the lunch, through tax money given to athletics it is still money coming from taxpayers and therefore still pay for the lunches.

Mr. Bertani: I ask that the answer be stricken as not being responsive to the question.

Mr. Anderson: It may be stricken.

Mr. Ligtenberg: I enter an objection to that answer being stricken—it is responsive.

566 Mr. Anderson: The ruling still stands.

568 The Witness: The cost of those lunches, on a rough basis, depending on the number of lunches, the total cost of the lunches for athletes, taken out of the total cost of the lunches for students per meal served, would get into this area.

569 All the coaches of varsity sports except the athletic director teach a full-time schedule as far as I know. It is a portion of only the director's basic salary that I feel should be attributed to athletics.

570 In Board minutes, 7/25/62, page 2419 and supplements thereto, it shows E. H. Meyerhoffer bid on Alternate 3 was revised from some figure I don't recall, but it was a higher figure, revised down to $111,558.00.

571 As far as I could determine, Alternate 3 was spent for the tennis courts at West High which are used primarily for varsity sports and occasionally by the P.E. classes. To my knowledge, I cannot play there on Saturday. I never tried.

572 Alternate 3 also includes the spectator area and the football field used for West Side High School home games, plus all the equipment, light poles, bleachers and seating. That permanent improvement is part of Alternate 3.

573 The football field is not used for anything but games; the team goes somewhere else to practice.

The land for the athletic field was not purchased out of this bid.

What else are athletic salaries for than for varsity
574 sports? I know of no intramural coaches that are paid. We do have freshmen coaches, but haven't you heard of freshmen varsity basketball?

The public is providing $50,000.00 for transportation through taxes. If they want to provide more they will have to pass the tax levy.

That is what I meant when I said in Board Exhibit No. 1:

"You see we don't need an increase in the trans-
575 portation tax unless the voters want to keep paying $50,000.00 or more a year to transport athletes home after practice and to away games, and etc."

575 All of that refers to transportation. The district receives this by levying a two-cent transportation tax on the assessed valuation and state aid. I wanted to tell
576 the public in that sentence in the letter that if they didn't want to spend more than $50,000.00 a year on transportation we needn't raise the levy.

I then referred to the rest of the $200,000.00. By that I meant a part of the money spent on transporta-
577 tion would be added to the $200,000.00. I did not intend to inform the pubic that the Board was spending $50,000.00 to transport athletes, for they weren't spending that much on that. They were spending more than that on total transportation.

578 This morning we were denied the privilege of establishing that tax anticipation warrants were issued out of the building fund.

Mr. Bertani: That was because you were asking for something subsequent to the date in question.

579 The Witness: When I missed my pay check, it was not due to funds being exhausted.

580 With one exception I got a check for every period I worked. I worked as dance chaperone until the time of this letter; I feel I have money coming for that job. Other than that I have always received a check which was negotiated properly at a bank and cash obtained therefor.

581 The Board has not sodded football fields when it was unable to pay teachers from regular funds, but

they have been paying them, as I understand it, from borrowed money.

582 I got my tax bills in September or October this year.

584 I don't know when the first installment was due, but the second installment was due thirty days after the first one..

The basis for my statement in Board Exhibit No. 1:

"The taxpayers were really taken to the cleaners."

was the fact I found at East High no doors on many of the classrooms, no sunlight in the plant room, no water in one of the first aid rooms, and sloppy-looking
585 terrazzo floors. The building does not keep out the dirt that blows off the field. There may be some outside ground work to be completed, but the Board said they accepted it.

586 I assume the Board meant complete acceptance.

587 Whoever would give the taxpayers a building that had faults in it took the taxpayers to the cleaners.

Mr. Bertani: Was it the Board of Education of 205?

Mr. Ligtenberg: I object to that. He is again try-
588 ing to inquire into the mind of a person rather than into what the letter says. I think this statement about taxpayers being taken to the cleaners is fair comment for which no one can possibly be held to account. This is inquiring into his reasons for making a statement that he had a right to make with or without reason.

590 The Witness: The science teachers saw the final plans with classrooms without doors. We did object
591 to those plans. We had a right to object as taxpayers and citizens.

592 In Board Exhibit No. 1, I said:

> "I must sign this letter as a citizen and taxpayer and voter, not as a teacher, since that freedom has been taken from the teachers by the administration."

592 Besides the teachers' manual, pages 12 and 13, and the conversation I had with the president of the organization, the basis for that statement is in regard
593 to Herb Van Deven, who also wrote in the local paper, back in 1958. He told me he was told not to write any more for the paper. I think we might also refer to instances where teachers have got themselves in hot water because of things they have said, for instance, at local P.T.A. meetings,

594 In the light of these events, would you not consider it risky to express yourself as a teacher?

Mr. Bertani: I am asking the questions, not you, sir.

595 Mr. Anderson: That answer is stricken.

Mr. Ligtenberg: Objection, as being responsive.

Mr. Anderson: Objection overruled.

596 The Witness: When I said in Board Exhibit No. 1 that the taxpayer "simply doesn't know who to trust with any more tax money," I do not think it was a misuse of tax funds to build an auditorium. But to use it without telling the people you were going to use it for that purpose, or to use it to do anything in which you didn't tell the people what you were going to do with it, that is a misuse. That is the basis of my statement.

597 *Redirect Examination by Mr. Ligtenberg.*

I own two pieces of real estate in this school district: Rural Route 2, Gouger Road; and 621 East 17th Street, Lockport, Illinois. I paid taxes on these this year and in previous years.

(Witness excused.)

598 Mr. Anderson: Both sides have rested.

599 Mr. Ligtenberg: I move on behalf of Marvin L. Pickering that the Board of Education dismiss the charges that have been made and quash the notice of dismissal that has been served upon the teacher and that all charges be withdrawn that have been made in this connection, on the ground that the evidence on both sides as presented here has failed to make substantial proof in support of said charges.

The warrantedness of the statements made in this 601 letter were not in issue. They should not be regarded as the final touchstone of this decision.

Mr. Bertani: I believe the charges have been substantially proved.

604 Mr. Anderson: The Board will render its decision at 7:30 Wednesday night, December 2nd.
stantial proof in support of said charges.

606 (The public hearing was thereupon adjourned to Wednesday, the 2nd day of December, A. D. 1964, at the hour of 7:30 o'clock P. M., in the library of Lockport Central High School.)

LIGTENBERG, GOEBEL & DEJONG,

Attorneys for Plaintiff-Appellant.

JOHN LIGTENBERG,
ANDREW LEAHY,

Of Counsel.

IN THE

Supreme Court of Illinois

NOVEMBER TERM, A.D. 1966

MARVIN L. PICKERING,

Plaintiff-Appellant,

vs.

BOARD OF EDUCATION OF TOWNSHIP HIGH SCHOOL DISTRICT 205 WILL COUNTY, ILLINOIS,

Defendant-Appellee.

Appeal from the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois.

Honorable Michael A. Orenic, Presiding.

ADDITIONAL ABSTRACT OF RECORD

Page of Record

ERNEST O. MOORE, JR., called as a witness by the Defendant Board of Education, having been sworn, testified:

78 That Lockport West and Lockport East high schools were constructed in accordance with the original preliminary and working drawings with modifications of only a very minor nature.

90, 91 That since the district was running slightly over its budget, he recommended and it was decided to use artificial light in the place of skylights; that there

was nothing unusual or difficult about growing plants with artificial light, and that in fact, it was frequently done at university research projects; and that plants do not distinguish between sunlight and artificial light.

91, 92 That the basic function of the first aid room complex was to take care of the student who might become ill until he could be taken home or make a recovery of his own during a short interval, or in an emergency, he might be brought to this suite of rooms, which consists of an office and two resting rooms, one for boys and one for girls; that each of the resting rooms had toilet facilities, consisting of a water closet and a lavatory.

Cross Examination by Mr. Ligtenberg.

111, 112 That Lockport East High School has no auditorium, but that it does have two areas that would serve quite well for meetings of approximately 150 students each.

115 That the track at Lockport West High School measures 440 yards measured at one foot into the track from the inside curb; that I have heard no statements made to the effect that the Lockport West track measures only 440 yards at the inside curb; and that if such statements were made they would not be cor-
116 rect, that the distance to be run is the factor that makes a track regulation or not, and not where the start and stop of the race occurs with reference to any point on the track; that there is a variation of places on the track where you can start and stop a race, but the important factor is the proper distance between the starting and finishing point.

CHARLES W. VOIGHTS, called as a witness by the Defendant, Board of Education, having been sworn, testified:

157 That athletic receipts are transferred to the athletic injury fund only in the amount necessary to pay for the expenditures that are needed in that fund.

WILLIAM H. BLATNIK, called as a witness by the Defendant, Board of Education, having been sworn, testified:

224 That there have been no deviations from the original promises made by the Board of Education in regard to the building program and that the statements in the Pickering letter that there were such deviations are false. That the schools were built according to the plans and specifications of the architect.

234 That lunches would be supplied to athletes for away games if the games were some distance and the athlete would be forced to miss a meal.

242 It is a false statement that the district is spending $50,000 or more a year to transport athletes home after practice and to away games, and etc., as is accused in the Pickering letter.

WILLIAM T. JACKSON, called as a witness by Marvin L. Pickering, the Plaintiff, having been duly sworn, testified:

380 I had heard that the track was laid out with the curb used as the measurement for the 440 yards. This

385 was the scuttlebutt. I do not know whether or not this was true.

Cross Examination by Mr. Bertani.

396 That the scuttlebutt that he had heard and repeated in the teachers' lounge was scuttlebutt directed to the Lockport West track and not the Lockport Central track.

LEE E. ATWATER, called as a witness by Marvin L. Pickering, the Plaintiff, having been sworn, testified:

404 I don't think that Dr. Blatnik said any way they had to vote. I think that was left completely to their choice.

PHILLIP POLLEY, called as a witness by Marvin L. Pickering, the Plaintiff, having been sworn, testified:

430 However, on thinking it over and on talking to other people about that, I am not sure that he meant merely those who opposed it or any teacher that would suffer not being able to obtain things for his classroom because the money would not be available.

MARVIN LORAIN PICKERING, the Plaintiff, herein appearing as a witness on his own behalf, having been sworn, testified:

503 One of the rooms in the first aid suit is without water in it.

Cross Examination by Mr. Bertani.

519, 520 When asked on cross examination where in the successful bond referendum building program were there any promises by the Board of Education that there would not be an auditorium and athletic facilities for varsity sports at Lockport West, the witness answered that there were no promises therein that there would be.

557 The witness testified that his statement in his letter that 'that's the kind of totalitarianism teachers live in at the high school, and your children go to school in,' did not refer to the necessity of teachers getting the approval of Dr. Blatnik to publish letters, but referred to the threats made in the District 205 teachers' letter that various things would be cut. However, he admitted that he could see how it could also refer to Dr. Blatnik and any reader might possibly think so too.

559, 560 The witness testified that his reference to the Board's stop at nothing attitude in his letter was to the Board's use of incorrect figures about teachers' salaries for the purpose of persuading voters to pass the tax rate increase referendum and that those figures were false and that this was the type of forcing something onto the people for a purpose and using false figures in the means.

585, 586 Under close cross examination, the witness admitted that he did not know that the outside grounds of Lockport East High school were still being worked on and that you could accept the building with reservations that minor defects be repaired by the contractor.

586-590 After frequent questions and unresponsive answers thereto as to who took the taxpayers to the cleaners, the witness finally stated that whoever gave the taxpayers the building that had the faults in it took the taxpayers to the cleaners.

Respectfully submitted,

JOHN VERKLAN,
LOUIS R. BERTANI,
Attorneys for Defendant-Appellee.

OPINION

OF THE SUPREME COURT OF ILLINOIS

14 Docket No. 40038—Agenda 36—November, 1966. Marvin L. Pickering, Appellant, v. Board of Education of Township High School District 205, Appellee.

Mr. Justice Klingbiel delivered the opinion of the court:

Marvin L. Pickering, a teacher in Township High School District 205, Will County, was dismissed from his position by the Board of Education. He brought proceedings for reinstatement but after a hearing the board confirmed the dismissal. On review the circuit court affirmed the board's decision, and plaintiff Pickering has taken further appeal directly to this court, claiming a constitutional question is involved.

He was dismissed after publishing a letter in the local newspaper criticizing the school board and the district superintendent of schools. On February 25, 1961, the voters of the school district turned down a proposal for the issuance of $4,875,000 in school building bonds to erect two new schools to accommodate freshmen and sophomores only to feed existing Lockport Central High School, which was then to accommodate juniors and seniors only. Upon defeat, this program was discarded. On December 2, 1961, the voters approved the issuance of such bonds in the amount of $5,500,000 to erect two new schools, one (Lockport East) to accommodate freshmen and sophomores only, which was to operate as a feeder school to Lockport Central, and the other (Lockport West) to be a full four year high school. Existing Lockport Central was then to accommodate juniors and seniors only on the East side of the district. The two programs were distinct and materially different in approach to the same

purpose of providing all children of the district with a good common school education.

The letter published by the plaintiff reads as follows:

"Dear Editor:

I enjoyed reading the back issues of your paper which you loaned to me. Perhaps others would enjoy reading them in order to see just how far the two new high schools have deviated from the original promises by the Board of Education. First, let me state that I am referring to the February thru November, 1961 issues of your paper, so that it can be checked.

"One statement in your paper declared that swimming pools, athletic fields, and auditoriums had been left out of the program. They may have been left out but they got put back in very quickly because Lockport West has both an auditorium and athletic field. In fact, Lockport West has a better athletic field than Lockport Central. It has a track that isn't quite regulation distance even though the board spent a few thousand dollars on it. Whose fault is that? Oh, I forgot, it wasn't supposed to be there in the first place. It must have fallen out of the sky. Such responsibility has been touched on in other letters but it seems one just can't help noticing it. I am not saying the school shouldn't have these facilities, because I think they should, but promises are promises, or are they?

"Since there seems to be a problem getting all the facts to the voter on the twice defeated bond issue, many letters have been written to this paper and probably more will follow. I feel I must say something about the letters and their writers. Many of these letters did not give the whole story. Letters by your

Board and Administration have stated that teachers' salaries total $1,297,746 for one year. Now that must have been the total payroll, otherwise the teachers would be getting $10,000 a year. I teach at the high school and I know this just isn't the case. However, this shows their 'stop at nothing' attitude. To illustrate further, do you know that the superintendent told the teachers, and I quote, 'Any teacher that opposes the referendum should be prepared for the consequences.' I think this gets at the reason we have probelms passing bond issues. Threats take something away; these are insults to voters in a free society. We should try to sell a program on its merits, if it has any.

"Remember those letters entitled 'District 205 Teachers Speak', I think the voters should know that those letters have been written and agreed to by only five or six teachers, not 98% of the teachers in the high school. In fact, many teachers didn't even know who was writing them. Did you know that those letters had to have the approval of the superintendent before they could be put in the paper? That's the kind of totalitarianism teachers live in at the high school, and your children go to school in.

"In last week's paper, the letter written by a few uninformed teachers threatened to close the school cafeteria and fire its personnel. This is ridiculous and insults the intelligence of the voter because properly managed school cafeterias do not cost the school district any money. If the cafeteria is losing money, then the board should not be packing free lunchs for athletes on days of athletic contests. Whatever the case, the taxpayer's child should only have to pay about 30¢ for his lunch instead of 35¢ to pay for free
16 lunches for the athletes.

"In a reply to this letter your Board of Administration will probably state that these lunches are paid for from receipts from the games. But $20,000 in receipts doesn't pay for the $200,000 a year they have been spending on varsity sports while neglecting the wants of teachers.

"You see we don't need an increase in the transportation tax unless the voters want to keep paying $50,000 or more a year to transport athletes home after practice and to away games, etc. Rest of the $200,000 is made up in coaches' salaries, athletic directors' salaries, baseball pitching machines, sodded football fields, and thousands of dollars for other sports equipment.

"These things are all right, provided we have enough money for them. To sod football fields on borrowed money and then not be able to pay teachers' salaries is getting the cart before the horse.

"If these things aren't enough for you, look at East High. No door on many of the classrooms, a plant room without any sunlight, no water in a first aid treatment room, are just a few of many things. The taxpayers were really taken to the cleaners. A part of the sidewalk in front of the building has already collapsed. Maybe Mr. Hess would be interested to know that we need blinds on the windows in that building also.

"Once again, the board must have forgotten they were going to spend $3,200,000 on the West building and $2,300,000 on the East building.

"As I see it, the bond issue is a fight between the Board of Education that is trying to push tax-supported athletics down our throats with education, and a public that has mixed emotions about both of these items because they feel they are already paying

enough taxes, and simply don't know whom to trust with any more tax money.

"I must sign this letter as a citizen, taxpayer and voter, not as a teacher, since that freedom has been taken from the teachers by the administration. Do you really know what goes on behind those stone walls at the high school? Respectfully, Marvin L. Pickering."

The evidence is that the board constructed the two new schools in accordance with its original plans and specifications and that there were only a few deviations of a minor nature, that the Lockport West track is regulation; and that an auditorium and athletic field for Lockport West were at all times included in such
47 plans and specifications and the program, as such, presented to the public. Architect Moore testified that the buildings were constructed in accordance with the original working drawings which were taken from the preliminary drawings with modifications of only a very minor nature and that Lockport West was to have an auditorium and athletic field from the beginning. Superintendent Blatnik testified to the same effect and that the accusations in plaintiff's letter were false. Architect Moore testified that the Lockport West track was regulation.

Plaintiff testified that he did not look at the original plans and working drawings of Lockport West because he did not have access to them. He further testified that he worked for the passage of each referendum as submitted to the voters and that he reasoned that since the board of education definitely promised that there would be no swimming pools, athletic fields and auditoriums in the building program under the first referendum, and since it had not mentioned anything about them in the second referendum, at least according to his knowledge, that the board of education, by its si-

lence in regard thereto, in effect promised that there would be no such facilities if the second referendum passed. This was his only basis for these accusations. There was no evidence of a promise by the board of education that there would be no auditorium or varsity sports facilities at Lockport West under the second referendum.

As to statements in the third paragraph of plaintiff's letter the superintendent testified that he authored the statements about teachers' salaries with board approval and his statement about the matter was correct and not false. He testified that he obtained the figure from the budget for the fiscal year 1964-1965 under the heading instructional salaries and explained what the figures represented. The purpose of the educational fund tax-rate-increase referendum was to secure additional funds for the district so that it could pay for additional salaries of new teachers due to the building of two new schools. It had nothing to do with the number of teachers previously employed by the district. He further testified that the figures about teachers' salaries were correct, and there was testimony that the statement attributed to him was not a threat but was merely meant to suggest that teachers would suffer by not being able to obtain things for their classrooms because money would not be available.

As to statements in the fourth paragraph of plaintiff's letter in regard to the necessity of prior approval
18 by the superintendent before district 205 teachers' letters could be published, teacher Florence Lund, who was the chairman of the committee that wrote the letters, testified that there was no such condition precedent to the publication of the letters. And, Superintendent Blatnik testified that teachers did not have to

have his approval before letters could be published and that such a statement by plaintiff in his letter was false.

Superintendent Blatnik denied plaintiff's charge that because the board was giving free lunches to athletes on days of athletic contests each taxpayer's child had to pay about thirty-five cents for his lunch instead of thirty cents in order to make up the cost for free lunches of athletes. He explained that athletes did get a small lunch of a sandwich, an apple or a candy bar and milk when they would have to miss supper due to an away game that required considerable travel and that these lunches were paid for at the cafeteria out of the athletic fund from gate receipts. They were only fed thus on trips for games away from home where because of traveling time, it was difficult for them to eat elsewhere. He testified that the loss incurred for operating the cafeterias of both schools for the school year 1963-1964 was $19,-464.56, and that the office of Superintendent of Public Instruction attributed this loss to the cost of food.

As to the accusation that the board spent $200,000 a year for varsity sports while neglecting the wants of teachers, the district's auditor testified that it was not true that the district spends $200,000 a year on varsity sports. He said that for the school year 1963-1964, as indicated by the board exhibit No. 26 admitted into evidence, the board spent $49,554 on varsity athletics broken down as follows: $29,937 for actual athletic expenditures such as equipment, uniforms, etc.; $10,142 for transportation and $9,475 for extracurricular salaries for coaches, etc. Superintendent Blatnik categorically stated that the accusation was false. He testified that the wants of teachers have not been neglected; that salary schedules have

consistently risen over the past nine years; that inspectors from the office of the State Superintendent of Public Instruction have never indicated that the wants of teachers were neglected; that there have always been on file more requests for jobs than job openings; that the district had a turnover of about six teachers a year who left for other positions out of a staff average of 132; that he has not been able to give teachers everything they wanted.

Plaintiff's testimony relative to the $200,000 figure
19 showed a different approach in arriving at that figure. In his figure, included were $111,588 for the new tennis court and football field at Lockport West to be paid out of the construction fund from the sale of bonds. Also included were the costs of bleachers for the Lockport West athletic field and a proportionate amount of the architect's fee, both amounting to a total of about $21,000. He admitted, however, on cross-examination that these were capital expenditures for permanent improvements under the building program and the expense would not be a yearly one.

As to neglecting the wants of teachers, plaintiff stated that he had once asked for a dictionary for his room and was turned down; that other teachers' requests were turned down; and that once when there was a serious gas leak in Mr. Pryor's chemistry room, the proper authorities were notified and did nothing about it for an unreasonably long period of time.

As to the accusation of spending $50,000 or more a year to transport athletes home after practice and so on, the district auditor testified it was not true, that the actual cost for the school year 1963-1964 was

$10,142.21 and was less for the preceding year. The auditor further testified that since his firm has been auditing the books for the district, the district has never failed to pay teachers' salaries when they were due; that the district had never issued teachers' orders and never issued tax anticipation warrants up to its legal limit; and that funds were always available to pay current bills and teachers' salaries. Plaintiff on cross-examination admitted that he always received his salary when due. He further admitted that sodding of football fields was never done at a time when the board was unable to pay teachers' salaries.

Other statements and charges made in plaintiff's letter could reasonably have been found to be untrue and misleading but it would unduly lengthen this opinion to relate the evidence in detail.

Plaintiff never made a formal or informal protest or report to any of his superiors about the subject matter of his accusations and charges.

To reverse the judgment plaintiff makes the contention that his remarks and comments are protected by the constitutional right of free speech. He relies principally on New York Times Co. v. Sullivan, 376 U.S. 254, 11 L. Ed.2d 686, and Garrison v. Louisiana, 379 U.S. 64, 13 L. Ed.2d 125. The New York Times case was an action for libel brought by a public official against a newspaper. The United States Supreme Court reversed a judgment for the plaintiff because in its opinion untrue accusations of public officials are actionable only if actual malice is shown. There was no right of employment involved, nor are the school officials in the case at bar seeking damages for libel. The case cited has no application. The Garrison case was a prosecution for criminal defama-

tion in which the defendant, a district attorney, had criticised the official conduct of judges. The Supreme Court of the United States held that criminal sanctions could not be imposed for criticisms of the kind enjoying protection from civil remedies under the "New York Times rule." Here again the authority cited is not relevant in the present case. The issue here is not whether the board may be publicly subjected to false accusations but whether it must continue to employ one who publishes misleading statements which are reasonably believed to be detrimental to the schools. Whatever freedom a private critic might have to harm others by the use or misuse of speech, the plaintiff here is not a mere member of the public. He holds a position as teacher and is no more entitled to harm the schools by speech than by incompetency, cruelty, negligence, immorality, or any other conduct for which there may be no legal sanction. By choosing to teach in the public schools, plaintiff undertook the obligation to refrain from conduct which in the absence of such position he would have an undoubted right to engage in. While tenure provisions of the School Code protect teachers in their positions from political or arbitrary interference, they are not intended to preclude dismissal where the conduct is detrimental to the efficient operation and administration of the schools of the district.

Plaintiff further contends his statements were not "knowing or reckless" falsehoods but were substantially correct in their criticisms, and that the board lacked statutory authority to dismiss him. The Teacher Tenure Law was enacted primarily for the protection of Illinois teachers. Its object is to improve the school system by assuring teachers of experience and ability a continuous service based

upon merit, and by protecting them against dismissal for reasons that are political, partisan or capricious. (Donahoo v. Board of Education, 413 Ill. 422.) A teacher may be dismissed, however, for sufficient cause as provided in the Code, and where the board after a hearing finds that the teacher's conduct is detrimental to the best interests of the schools and students its decision will not be set aside unless it is
21 without substantial support in the record. Keyes v. Board of Education, 20 Ill. App.2d 504; Jepsen v. Board of Education, 19 Ill. App.2d 204.

After examining the record in the case at bar, and the minute detail with which counsel have presented their respective versions of the letter's contents, we think the board's decision has not been shown to be against the manifest weight of the evidence. A teacher who displays disrespect toward the Board of Education, incites misunderstanding and distrust of its policies, and makes unsupported accusations against the officials is not promoting the best interests of his school, and the Board of Education does not abuse its discretion in dismissing him. (Jepsen v. Board of Education, 19 Ill. App.2d 204.) There is nothing in the record before us to indicate malice on the part of the board members toward the plaintiff, nor does it appear that the board's action was impulsive or capricious. The administration of the schools is within the domain of the school board, and courts do not interfere with the exercise of its powers unless it is shown to be capricious or arbitrary.

As we have indicated, the decision to dismiss the plaintiff was not against the manifest weight of the evidence and the circuit court properly refused to set it aside. The judgment is affirmed.

Judgment affirmed.

Mr. Justice Schaefer, dissenting:

Several considerations prevent me from agreeing with the result reached by the majority. The School Code authorizes a school board "To dismiss a teacher for incompetency, cruelty, negligence, immorality or other sufficient cause and to dismiss any teacher, whenever, in its opinion, he is not qualified to teach, or whenever, in its opinion, the interests of the schools require it, * * *". (Ill. Rev. Stat. 1965, chap. 122, par. 10—22.4.) It is not clear to me that by this language the General Assembly intended to authorize a school board to discharge a teacher for criticizing the policies and actions of the board. Such an authorization would tend to cut off a valuable source of information about the conduct of a most important public undertaking. And if the General Assembly did intend to authorize imposition of the ultimate sanction of discharge against a teacher for exercising first-amendment rights, I think that the State and Federal constitutions require a more precise standard than "the interests of the schools".

22 "We emphasize once again that 'precision of regulation must be the touchstone in an area so closely touching our most precious freedoms.' N.A.A.C.P. v. Button, 371 U.S. 415, 438. 'For standards of permissible statutory vagueness are strict in the area of free expression. * * * Because First Amendment freedoms need breathing space to survive, government may regulate in the area only with narrow specificity.' Id. at 432-433 * * * When one must guess what conduct or utterance may lose him his position, one necessarily will 'steer far wider of the unlawful zone * * *' Speiser v. Randall, 357 U.S. 513,

526. For 'The threat of sanctions may deter * * * almost as potently as the actual application of sanctions.' N.A.A.C.P. v. Button, supra, at 433. The danger of that chilling effect upon the exercise of vital First Amendment rights must be guarded against by sensitive tools which clearly inform teachers what is being sanctioned." Keyishian v. Board of Regents of University of State of New York, ... U.S. ..... (January 23, 1967.) 17 L. Ed. 2d 629, 641.

The charges against the plaintiff were that his letter "contained many untrue and false statements and comments which directly and by innuendo and without justification questioned and impugned the motives, honesty, integrity, truthfulness, responsibility and competence of this Board of Education and the School Administrators of this District in carrying out their official duties * * * seriously involved and damaged the professional reputations of said Administrators and Board and are and will be highly disruptive to the discipline of the teachers and the morale and harmony among teachers, administrators, Board of Education and residents of this District, and * * * will tend to foment controversy, conflict and dissension among them and jeopardize the welfare of the schools of this District."

These charges were formulated by the very members of the board whose "motives, honesty, integrity, truthfulness, responsibility and competence" were alleged to have been falsely inpugned. The aggrieved members of the board then determined whether the charges that they made had been established by the evidence, and they decided that their "charges on account of said reasons and causes are not remedi-

able", a determination required by statute before the sanction of discharge could be imposed. (Ill. Rev. Stat. 1965, chap. 122, par. 24—12.) The unseemliness, if not the unconstitutionality, of this procedure reinforces my doubt that the General Assembly intended that it should apply to the exercise of first-amendment rights.

23 But if we assume that the board had the power that it exercised, and assume further that the statements in the letter were untrue, there is still neither charge nor showing that the plaintiff knew that they were false, or that he made them with reckless disregard of their truth or falsity. "Moreover, even when the utterance is false, the great principles of the Constitution which secure freedom of expression in this area precludes attaching adverse consequences to any except the knowing or reckless falsehood. Debate on public issues will not be uninhibited if the speaker must run the risk that it will be proved in court that he spoke out of hatred; even if he did speak out of hatred, utterances honestly believed contribute to the free interchange of ideas and ascertainment of truth." Garrison v. Louisiana, 379 U.S. 64, 72—3, 13 L. Ed. 2d 125, 85 S. Ct. 209.

Finally, in my opinion the board's charges were not established by the evidence. No evidence was offered to show that the letter had any effect whatsoever upon the teachers, the people of the school district, or anyone else. The board's charges alleged specific consequences, but they were not proved, and the board apparently reached its decision upon some theory akin to libel per se.

Moreover, as I read the record, the falsity of the principal statements contained in the plaintiff's letter was not established.

(1) Two bond issue referendum elections were held in 1961. The first, on February 25, was defeated; the second, on December 2, was successful. In 1964, proposals to increase the educational and transportation tax rates were twice defeated, on May 23 and on September 19. The plaintiff's letter was published on September 24, 1964. The opinion of the court is based upon the interpretation advanced by the board that the "original promises" of the board, referred to in the first paragraph of the plaintiff's letter, were those made in connection with the building program involved in the second 1961 referendum, and not those made in connection with the first 1961 referendum. On that interpretation the court finds that the plaintiff's statement was false. In my opinion that interpretation is incorrect, because in the context of the two 1961 bond issue proposals it attributes an unnatural meaning to the word "original", and because the plaintiff's letter states that it refers to matters contained in the "February thru November" issues of the paper. The architect testified that his
24 work on plans for the second bond issue was done in the latter half of 1961. It is not disputed that in connection with the February bond issue, under the heading "No Frills", it was represented: "Such items as swimming pools, athletic fields, auditoriums, etc., have been left out of this program to obtain as much classroom space as possible." The two schools then contemplated were described as containing "Boys' and girls' gym for state required physical education." The two publicity items prepared by the board and widely distributed in connection with the second bond issue also emphasized: "BUT NO FRILLS". They did not, however, mention that there

would be an auditorium in the new West High School. Nor did they mention that there would be an athletic field; instead, like the publicity for the first bond issue, they referred to "state required physical education facilities." It seems to me that the evidence shows that the board did not disclose, in the materials that it distributed, that the meaning of "no frills" had changed, and that the auditorium and athletic fields so conspicuously omitted from the first program were included in the second. It does not seem unreasonable to infer, as the plaintiff apparently did, that this lack of candor may have played a part in the defeat of the educational tax rate increases proposed in 1964.

(2) The plaintiff's letter challenged the accuracy of a published letter signed, "Your Board and Administration", which "stated that teachers' salaries total $1,297,746 for one year". In the bill of particulars it furnished, the board said that this statement was false because it "knows of no letter written by either the board or administration that states teachers' salaries for the figure as indicated." But the superintendent's letter of September 18, 1964, addressed to parents and signed "Your Board of Education and Administration," stated that the present educational tax rate "is inadequate to meet the teachers' salaries which alone total $1,297,746." When the superintendent testified he stated that the "figure was correct, but instead of the word 'teachers', it should have said 'Instructional Salaries.'" He explained that the latter category included not only teachers, but also deans, principals, librarians, counselors and four secretaries at each of the three schools. With respect to this matter the plaintiff

was clearly more accurate than the board, and probably no less accurate than the superintendent.

(3) The board charged that the plaintiff's letter falsely stated that the superintendent told the teachers, "Any teacher that opposes the referendum should be prepared for the consequences." The superintendent denied that he made the statement. But another teacher testified that at a meeting of teachers he was struck by the superintendent's statement, "You should be prepared to take the consequences," and jotted it down. As to whether or not the statement could be construed as a threat to teachers who opposed the "bond issue," he was not sure that it was directed at those who opposed it, or meant that any teacher would suffer because he could not obtain things for his classroom. The opinion of the court does not accept the board's denial that such a statement was made, but relies on "testimony that the statement attributed to him was not a threat but was merely meant to suggest that teachers would suffer by not being able to obtain things for their classrooms because money would not be available." Of the three teachers, including the plaintiff, who testified that such a statement was made, one gave it the interpretation stated in the majority opinion, another, "on thinking it over and on talking to other people," was not sure whether it was directed to those who opposed or to all teachers, and the plaintiff interpreted it as a threat to any teacher that opposed. On this evidence the plaintiff's interpretation can hardly be characterized as false.

(4) The substantial truth of plaintiff's charge that letters written by teachers "had to have the approval of the superintendent before they could be put in the paper" is established by the following

provision in the Handbook for Teachers of Lockport Township High Schools: "In order to prevent any possible embarrassment or misunderstanding, check the material with the building principal before releasing it. Any information which an individual feels should be published in the local papers should be submitted in triplicate to the publicity coordinator." The teacher's letters to which the plaintiff referred were actually submitted to the office of the superintendent before they were delivered to the newspaper.

The specific defects in the East High Building, of which the plaintiff complained, were established. But in other respects the plaintiff's letter was inaccurate. He was wrong on his figures as to the total annual amount spent on varsity sports, because the $200,000 figure he mentioned included capital expenditures. The actual annual expenses were about $49,500. The plaintiff's letter could be read as stating that in the past teachers' salaries had not been paid; on that reading it was not true, for the record
26 shows that teachers' salaries had consistently been paid on time. The cost of sodding the football field was paid with borrowed funds, but this was a capital expenditure. Eliminating free lunches in connection with athletic events would have reduced the cafeteria deficit, but would not have reduced the cost of cafeteria meals from 35 to 30¢.

To be entitled to the protection of the first amendment it is not necessary that the plaintiff's letter be a model of literary style, good taste and sound judgment. In my view it is not, but my view is irrelevant. The letter is substantially accurate, and more important it has not been shown to be knowingly false. Teachers are not necessarily the best critics

in matters of school finance and administration, but they are in closer contact with the actual operation of the schools than anyone else and the public should not be deprived of their views.

Under our system of school administration the most important part of the job is done by hard working, conscientious, even consecrated members of local school boards who serve without compensation. It is understandable that they should be quick to take offense at statements which they feel impugn their motives, honesty and integrity. But they are public officials engaged in the conduct of public business and they cannot be immunized from criticism, even by teachers.

A legislative system which, as in this case, casts them in the role of aggrieved victims who formulate, prosecute and punish charges based on their grievances is not, in my opinion, compatible with present standards of due process. Nor is such a procedure necessary, for charges of this sort could readily be heard and determined by the County Board of School Trustees, the County Superintendent of Schools, or the Superintendent of Public Instruction. The problem is particularly acute when the sanction of discharge is involved, for then the board must determine whether the condition that gives rise to the discharge is remediable. In a discharge case the board has already determined that the condition cannot be remedied, and it is hard to see how members of the board can be expected to review that determination impartially when the conduct upon which the discharge is based involved their personal grievances.

Mr. Chief Justice Solfisburg joins in this dissent.

UNITED STATES OF AMERICA

27

State of Illinois }
Supreme Court } ss.

At a Term of the Supreme Court, begun and held in Springfield, on Monday, the ninth day of January in the year of our Lord, one thousand nine hundred and sixty-seven, within and for the State of Illinois.

PRESENT: ROY J. SOLFISBURG, JR., CHIEF JUSTICE
JUSTICE WALTER V. SCHAEFER
JUSTICE BYRON O. HOUSE
JUSTICE THOMAS E. KLUCZYNSKI
JUSTICE RAY I. KLINGBIEL
JUSTICE ROBERT C. UNDERWOOD
JUSTICE DANIEL P. WARD
WILLIAM G. CLARK, ATTORNEY GENERAL
ROBERT G. MILEY, MARSHAL

ATTEST: MRS. EARLE BENJAMIN SEARCY, CLERK

Be It Remembered, that, to-wit: on the 19th day of January 1967, the same being one of the days of the term of Court aforesaid, the following proceedings were, by said court, had and entered of record, to-wit:

Marvin L. Pickering,
Appellant

No. 40038 vs.

Board of Education of Township High School, District Number 205, Will County, Illinois,
Appellee

Appeal from Circuit Court Will County W 65 G 2-Z

Error to

And now, on this day, this cause having been argued by counsel, and the Court, having diligently examined and inspected as well as the record and proceedings aforesaid, as matters and things therein assigned for error, and now, being sufficiently advised of and concerning the premises for that it appears to the Court now here, that neither in the record and proceedings aforesaid, nor in the rendition of the judgment aforesaid, is there anything erroneous, vicious or defective, and in that record there is no error.

Therefore, it is considered by the Court that the judgment of the Circuit Court of Will County aforesaid, Be Affirmed In All Things And Stand In Full Force And Effect, notwithstanding the said matter and things therein assigned for error. And it is further considered by the Court that the said appellee recover of and from the said appellant costs by it in this behalf expended, to be taxed, and that it have execution therefor.

I, Mrs. Earle Benjamin Searcy, Clerk of the Supreme Court of the State of Illinois and keeper of the records, files and Seal thereof, do hereby certify that the foregoing is a true copy of the final order of the said Supreme Court in the above entitled cause of record in my office.

In Witness Whereof, I have hereunto subscribed my name and affixed the Seal of said court this 5th day of April, 1967.

/s/ Mrs. Earle Benjamin Searcy
Clerk,
Supreme Court of the State of Illinois.

(Seal)

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UNITED STATES OF AMERICA

State of Illinois }
Supreme Court } ss.

At a Term of the Supreme Court, begun and held in Springfield, on Monday, the thirteenth day of March in the year of our Lord, one thousand nine hundred and sixty-seven, within and for the State of Illinois.

PRESENT: ROY J. SOLFISBURG, JR., CHIEF JUSTICE
JUSTICE WALTER V. SCHAEFER
JUSTICE BYRON O. HOUSE
JUSTICE THOMAS E. KLUCZYNSKI
JUSTICE RAY I. KLINGBIEL
JUSTICE ROBERT C. UNDERWOOD
JUSTICE DANIEL P. WARD
WILLIAM G. CLARK, ATTORNEY GENERAL
ROBERT G. MILEY, MARSHAL

ATTEST: MRS. EARLE BENJAMIN SEARCY, CLERK

Be It Remembered, that, to-wit: on the 27th day of March, A.D. 1967, the same being one of the days of the term of Court aforesaid, the following pro-

ceedings were, by said Court, had and entered of record, to-wit:

Marvin L. Pickering, Appellant No. 40038 vs. Board of Education of Township High School, District Number 205, Will County, Illinois, Appellee	Appeal from Circuit Court Will County

And now, on this day, the Court having duly considered the petition for rehearing filed herein, and being now fully advised of and concerning the premises, doth overrule the prayer of the petition and denies a rehearing in this cause.